

**PENINSULA CORRIDOR JOINT POWERS BOARD
2025 CALTRAIN GOPASS PROGRAM AGREEMENT**

Participant Name: _____

Address: _____

Legal Notice Address (if different from above): _____

Contact Person: _____ Email: _____

Phone: _____ Alternate Phone: _____

Total Payment: \$X Number of Participating Sites: X

Number of GoPass Users as defined below: X

Agreement Term: Calendar-year basis (January 1, 2025 – December 31, 2025) or Academic-year basis (August 1, 2024 – July 31, 2025)

GoPass Eligibility

Business
“GoPass Users” for the purpose of this document are considered to be all staff who are assigned to the participating worksite(s); working more than 20 hours per week (onsite or offsite); and are a resident of Alameda, Contra Costa, Marin, Merced, Monterey, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, and Yolo counties and excludes temporary employees, interns, contractors, consultants and sworn peace officers¹ Notwithstanding the foregoing, the Participant may issue unused GoPasses to its staff working less than 20 hours per week, interns, consultants, or contractors. Participant also has the option to include employees working less than 20 hours per week and/or interns and if Participant includes this option, they will be considered “GoPass Users” under this Agreement.

Options

Include staff working less than 20 hours per week: X Include interns: X

Residential
All residents of residential developments participating in the Go Pass Program aged 19 years old and older are considered “Go Pass Users” for the purpose of this Agreement. Employees of residential developments are excluded from the Go Pass Program.

Options

Include residents of residential developments participating in the Go Pass Program aged 18 years old and younger.

Students
All students enrolled in a participating high school, undergraduate, graduate, medical residency², postdoctoral³, or similar educational program are considered “GoPass Users” for the purpose of this Agreement.

GoPass Program Options

GoPass on Clipper Program Legacy GoPass Sticker Program

Participant agrees to the attached terms and conditions.

XXX⁴

By: _____

Print Name: _____

Title: _____

PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____

Print Name: Kate Jordan Steiner

Title: Chief Financial Officer

¹ Uniformed and non-uniformed, sworn peace officers are allowed to ride Caltrain for free subject to showing the proper identification.
² A medical resident is a medical school graduate with a Doctor of Medicine (MD) degree who is taking part in a post-graduate training program accredited by the Accreditation Council for Graduate Medical Education (ACGME). Medical residents work at doctors' offices or hospitals to continue their education and medical training in a specialized field.
³ Postdoctoral students are academics with doctoral degrees who are involved in research projects and who have appointments for the purpose of advanced studies and training under mentorship of a faculty member.
⁴ Signatory must be an authorized representative of the corporation or LLC.

TERMS AND CONDITIONS

This GoPass Agreement ("Agreement") is made between the Peninsula Corridor Joint Powers Board, a public agency ("JPB"), and the GoPass Participant ("Participant") identified on page 1 of this Agreement.

- 1. PAYMENT:** Full payment for all GoPasses shall be due to JPB prior to JPB allowing the Participant to load the GoPass onto a User's Clipper Card or issuing stickers to Participant. The total cost of participating in the GoPass program will be the greater of \$5,500 or \$275.00 per eligible GoPass User for businesses and residential complexes. For students, the total cost of participating in the program is the greater of \$1,980 or \$99 per student in selected group. If the number of GoPass Users increases during the agreement term, the cost of additional GoPasses will be a pro-rated amount based on Exhibit A on page 9 of this Agreement. The GoPass Participant may share the cost of participation in the GoPass program with its Users, but the cost to a particular User cannot be higher than the "per eligible GoPass User" amount paid at the effective start date of the program. Participant must submit payment for any invoices within 30 days of the date shown on the invoice. Payments after 60 days will be charged a late fee of \$5 per day. Accepted payment methods include ACH, EFT and Participant checks. Personal GoPass User checks are not accepted. The return of a check (electronic or paper) issued to JPB will result in a \$25 returned check fee being placed on the account of the Participant.
- 2. CLIPPER CARD FEE:** A Clipper Card fee of \$3 may apply to each Adult Clipper Card ordered. This fee is for the cost of an Adult Clipper Card, as determined and assessed by the Clipper Program. If a GoPass user already has a Clipper Card, it may be used for the GoPass and the Clipper Card fee will not be assessed. Participant may place bulk orders for Adult Clipper Cards directly through Clipper's Customer Service.
- 3. PROGRAM SERVICE AND FARE VALIDATION:** JPB operates the "Caltrain" rail service between San Francisco and Gilroy, California, and Participant desires to provide a transit benefit for use on Caltrain to all of the GoPass Users as defined on Page 1, in 1) the form of a pass that is loaded to a Clipper Card ("GoPass") or 2) in the form of a sticker affixed to a valid Participant-issued, JPB-approved, GoPass User photo identification card ("GoPass"). Any other use of the GoPass sticker is prohibited and will not be valid as fare payment on Caltrain. GoPass Users are subject to all of the JPB's fare inspection regulations. Failure to comply with the terms in this Agreement may result in termination pursuant to Section 21.

(a) GoPass on Clipper Program

In order to facilitate the Caltrain GoPass on Clipper Program ("Program"), Participant will work with Clipper and JPB to coordinate GoPass deactivations and activations through Clipper's online portal. When the User's Clipper Card serial number is entered into the portal, the User must tap the Clipper Card validator on the Caltrain station platform to load the GoPass to their card within 180 days. GoPass Users must tap on and off on a Clipper Card validator on the station platform before and after boarding on each ride to validate the fare and JPB shall accept the GoPass as valid fare for travel on the Caltrain system. JPB recommends all GoPass on Clipper Users register their Clipper card at www.clippercard.com to protect the Clipper card account in the event the card becomes lost or stolen.

(b) GoPass Sticker Program

In order to facilitate the Caltrain GoPass Program ("Program"), JPB shall provide the necessary stickers and accept the GoPass as valid fare media for travel on the Caltrain system. Participant is responsible for any stickers in its possession.

- 4. ELIGIBLE PARTICIPANTS:** Only individual Participants are eligible to participate in the Program. Participants with multiple locations, branches, or campuses are eligible to participate in the Program and must provide a GoPass User count for each individual Participant site. However, such Participants must enroll in the Program under a single GoPass Agreement and designate a single contact and administrator. Such Participants' employees/residents/students at non-participating locations are not eligible to participate in the Program. GoPasses may not be provided or resold to individuals outside the Participating Sites selected. Violation of this may result in termination of this Agreement pursuant to Section 21 of this Agreement and loss of Participant's eligibility for future participation in the program.

5. GOPASS IDENTIFICATION:

(a) Hard Copy ID Requirements

For the GoPass Sticker Program, Participant must have an official Participant-issued photo ID card in order to participate in the Program and must supply a hard copy of that ID card to the JPB for review. Any Participant that doesn't have a photo ID card must create one. The ID card must display a clear GoPass User headshot, GoPass User first and last name, and display the Participant name or logo. The ID cannot contain Caltrain's logo as part of the design. If the ID changes, it is the Participant's responsibility to submit the new version to the JPB three weeks in advance for approval. Participants may only use one JPB-approved ID card design.

(b) GoPass Sticker Program

For the GoPass Sticker Program, the JPB will produce and issue serialized GoPass stickers which will be distributed to Participant so that Participant can affix them to the Participant-issued GoPass User ID card. Participant's designated administrator shall place the GoPass sticker on each eligible GoPass User's ID card, preferably on the front. Participant shall not distribute the GoPass stickers to Users, as this practice may lead to unauthorized use of the sticker. Participant shall be responsible for retaining the GoPass User's ID card or removing the GoPass sticker from a GoPass User's ID card when a GoPass User leaves the employment of the Participant or relocates to a non-participating location. Returned ID cards or stickers shall be presented to the JPB for verification upon request. A photocopy of the identification card with the GoPass sticker attached is acceptable as proof that the GoPass is no longer in use by a GoPass User who has left the Participant. All GoPass stickers allotted to the Participant at the beginning of the Participant's participation in the Program that are not issued to Users are to be returned to the JPB by December 15 of the Agreement year. GoPass stickers are JPB's property.

(c) Unused GoPasses

Returned GoPass stickers and unused GoPasses on Clipper will automatically be donated to the Caltrain Pass Forward Program pursuant to Section 20.

- 6. ELIGIBLE GOPASS USER VERIFICATION:** GoPasses must be purchased for each and every GoPass User at each Participant work site participating in the program ("Participating Site(s)"). Participant will be required, prior to the JPB issuing the GoPasses, to provide JPB with an Intent to Participate Form ("Intent Form") signed by the Human Resources Manager, Director, an officer of the Participant or Development Manager, verifying the then-current number of GoPass Users of the Participant at each Participating Site. If a Business Participant selects an Option identified on Page 1, the Intent Form must indicate the number of Users working more than 20 hours per week, working less than 20 hours per week and/or interns. If there are multiple Participating Sites, the Intent Form must indicate the individual site addresses and the number of then-current Users at each site. Neither Participant nor any of its affiliates shall be required to participate in the Program with respect to other sites other than the Participating Site(s) identified in the Intent Form. The Intent Form should also include the Participant name as it should be written on cover page of GoPass agreement, main contact person first and last name, phone and email address, main contact Participant site address and Legal Notice address if different than Participant site address.
- 7. PROGRAM RECORDKEEPING:** Participant will create and maintain a file of documents to be available for review upon JPB request ("GoPass File"). The GoPass File must include a log ("GoPass Log") of its Users who currently hold GoPasses. The GoPass Log shall include the Participant name, GoPass User's first and last name, unique serial number for the individual sticker or Clipper Card each GoPass User holds, GoPass status (i.e. active, lost, damaged or stolen), date the GoPass is added in the portal or sticker issued, and date of GoPass User separation or date of being blocked in portal, if applicable, indicate GoPass User definition (>20 hours, <20 hours, interns, contractor/consultant, post-doctoral and graduate students), company consultant/contractor works for and any other pertinent information. For GoPass Sticker Participants, the GoPass File must also include all separated GoPass User's ID cards or GoPass stickers unless sent to JPB.

GoPass on Clipper Program

Participant will be responsible for adding and blocking the GoPasses through the Clipper program and its online portal. A sample GoPass Log and online portal instructions will be provided. Participant may decide when to submit the Clipper Card serial numbers to load the GoPass through the online portal, but when blocking a GoPass, it must be done within three business days of learning of the information requiring a block to be placed. The GoPass will be available for pick-up within three business days after being entered into the portal once tapped. If the GoPass is not tapped within 180 days, the action to load the GoPass will expire and it will have to be re-entered by Participant into the portal.

- 8. SURVEY AND ACKNOWLEDGEMENT:** Prior to affixing the GoPass sticker to the GoPass User's Participant-issued ID card or uploading the GoPass to the GoPass User's Clipper Card, Participant shall require each GoPass User receiving a GoPass, for the first time during the program year, to complete an online questionnaire ("Survey"). GoPass Users receiving a replacement GoPass should not complete an additional Survey. Once the Survey is complete, Participant administrator will receive an e-mail confirmation from the GoPass User via the JPB. Participant will also be given a link to access an online list displaying the GoPass User name, email address, date the Survey was taken and the Clipper Card serial number, if provided. As part of completing the Survey, the GoPass User will be required to acknowledge that he or she understands and agrees to the proper use of the GoPass. The Surveys may be used to analyze the success of the Program and develop ridership projections for the Program. However, the Surveys are subject to disclosure under requests made pursuant to the California Public Records Act. Prior to disclosing Surveys, any identifying information concerning the Participant and/or the GoPass User shall be redacted.
- 9. CALIFORNIA PUBLIC RECORDS ACT:** The California Public Records Act (Cal. Govt. Code Sections 7200.000 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any communications between the JPB and Participants, including names of Participants in the GoPass Program, is subject to the California Public Records Act and shall be publicly available upon request. **The JPB will not release the names of individual GoPass Users unless legally compelled to do so.**
- 10. PROGRAM ANALYSIS AND AUDIT:** JPB reserves the right to audit Participant's GoPass Program at any point during the Program year with 5 working days' notice. The purpose of the audit is to ensure that appropriate tracking procedures are in place. Within 10 working days of receipt of any audit report from the JPB, Participant must, in conjunction with JPB staff, develop a mutually agreeable action plan to satisfy any audit findings. If no mutually agreeable plan can be developed, JPB may terminate the Program upon 15-days' notice pursuant to the terms of Section 20, Termination.
- 11. PARKING PERMITS:** GoPass Users are eligible to purchase monthly parking permits for Caltrain lots and may be purchased through any Caltrain station ticket machine. GoPass Users with stickers will be required to complete an application for an access code in order to purchase the permit through the machine. GoPass on Clipper Users may enter their 10-digit Clipper Card number.

12. LOST GOPASSES:

GoPass on Clipper Program

If the Clipper Card is registered and/or has cash value or another product, in addition to the GoPass, the GoPass User must call the Clipper Customer Service Bureau to block the card and report the card as lost to GoPass Participant. Participant shall update its GoPass Log to indicate the GoPass as lost and confirm that it has requested a block to be applied to the GoPass through the online Clipper portal.

Once the GoPass User receives a new Clipper Card, and would like a replacement GoPass, the new card serial number must be provided to Participant and Participant must load the GoPass through the online Clipper portal.

Participant can replace lost GoPasses from its existing GoPass inventory no more than two times for the same GoPass User. Additionally, if the Participant's existing GoPass inventory is not sufficient to replace lost passes according to these terms, JPB will charge a \$275.00 or \$99 replacement fee based on eligibility selection(s) on page one. Participant must submit the lost Clipper Card serial number to the JPB. A GoPass will not be issued as a replacement for lost GoPasses a third time to the same GoPass User.

If a replacement GoPass is issued and then the original is found, JPB will consider the original one lost and will not provide a refund. Participant may not resell the GoPasses to Users at a rate higher than the replacement fee.

GoPass Sticker Program

Participant can replace lost GoPasses from its existing GoPass inventory no more than two times for the same GoPass User. Additionally, if the Participant's existing GoPass inventory is not sufficient to replace lost passes according to these terms, JPB will charge a \$275.00 or \$99 replacement fee based on eligibility selection(s) on page one and send replacement stickers upon request by Participant after payment is received. Participant must submit to the JPB documentation including the GoPass User first and last name and GoPass serial number. A GoPass will not be issued as a replacement for lost GoPasses a third time to the same GoPass User.

If a replacement GoPass is issued and then the original is found, JPB will consider the original one lost and will not

provide a refund. Participant may not resell the GoPasses to its GoPass Users at a rate higher than the replacement fee.

13. DAMAGED GOPASSES:

If the Participant or a GoPass User damages a Participant-issued ID card and thus renders the GoPass sticker unusable, or if the sticker itself is damaged, a replacement GoPass sticker may be issued to the GoPass User or taken from the Participant's GoPass inventory, provided that the Participant documents that the GoPass sticker has been taken out of circulation in its GoPass File. Participant must retain the damaged ID card or GoPass sticker in its GoPass File unless sent to JPB and Participant received an acknowledgement e-mail. If no additional stickers remain in the Participant inventory, the Participant shall return damaged GoPass stickers or ID cards, or a photocopy, with complete documentation to the JPB prior to the JPB issuing a replacement GoPass sticker to Participant at no charge. This courtesy will be extended no more than two times per GoPass User per calendar year, after which the replacement cost for a damaged GoPass sticker will be \$275.00 or \$99 based on eligibility selection(s) on page one.

14. STOLEN GOPASSES:

GoPass Sticker Program

Participant must submit to the JPB documentation including the GoPass User first and last name and GoPass serial number. Participant may issue a replacement GoPass if User submits a police report describing the GoPass as stolen to Participant. The police report must be maintained in Participant's GoPass file. The JPB will send a replacement sticker for the stolen GoPass upon request at no additional charge provided that the police report is supplied to the JPB. A GoPass will not be issued as a replacement for stolen GoPasses a third time to the same GoPass User.

GoPass on Clipper Program

If the Clipper Card is registered and/or has cash value or another product, in addition to the GoPass, the GoPass User must call the Clipper Customer Service Bureau to block the card and report the card as stolen to GoPass Participant. Participant shall update its GoPass Log to indicate the GoPass as stolen and confirm that it has requested a block to be applied to the GoPass through the online Clipper portal.

If the GoPass User receives a new Clipper Card and would like a replacement GoPass, the new card serial number must be provided to Participant and Participant must load the GoPass through the online Clipper portal.

Participant may issue a replacement GoPass if User submits a police report describing the GoPass as stolen to Participant. The police report must be maintained in Participant's GoPass file. The Participant may issue a replacement GoPass for the stolen GoPass provided that the police report is supplied to the JPB. A GoPass will not be issued as a replacement for stolen GoPasses a third time to the same GoPass User.

15. SEPARATED USERS:

GoPass Clipper Program

For separated users, Participant shall update its GoPass Log to indicate the GoPass User status as separated, include the date of separation, and confirm that it has requested a block to be applied to the GoPass through the online Clipper portal within three business days after GoPass User date of separation.

GoPass Sticker Program

If the GoPass User separates with the Participant, Participant shall retain the separated GoPass User ID card with sticker or GoPass sticker in its GoPass File and document that the GoPass sticker has been taken out of circulation in its GoPass Log (See Section 7 above) unless sent to JPB and Participant received an acknowledgement e-mail. If no additional stickers remain in the Participant inventory, the Participant shall return separated GoPass stickers or ID cards, or a photocopy, prior to the JPB issuing a replacement GoPass sticker to Participant at no charge.

16. FOR MISSING GOPASSES: Participant shall be responsible for safeguarding the GoPass stickers or pre-loaded Clipper Cards with GoPasses prior to issuing them to Users. Participant shall be liable for any loss of GoPass stickers or pre-loaded Clipper Cards. Replacement GoPasses shall be issued under the lost terms above at \$275.00 or \$99 based on eligibility selection(s) on page one.

- 17. FOR MISUSED OR CONFISCATED GOPASSES:** If GoPass User had its GoPass confiscated during fare enforcement and would like a replacement, and it has been determined that the GoPass was misused, the replacement cost will be \$550 or \$200 based on eligibility selection(s) on page one.
- 18. REPORTING:** Participant must submit one annual report to JPB by November 1 of the agreement term year. The report must list all lost, stolen, damaged, and replacement GoPasses issued and all separated Users. It must include: the reason for replacement, if applicable; GoPass User first and last name, and the corresponding GoPass serial number or Clipper Card serial number. The annual report must also include the total number of GoPass Users working at the work site(s) on March 1, June 1 and September 1. Participant may submit its GoPass Log (as described in Section 7 above) in lieu of the report and include the GoPass User headcounts in its email submission.
- 19. UNUSED GOPASS DISTRIBUTION:**

GoPass on Clipper Program

Participant may issue its unused GoPass passes to on-site contractors, consultants, staff working less than 20 hours per week, and interns ("Extra Users"). Participant must track all GoPasses issued to Extra Users on its GoPass Log in accordance with Section 7.

GoPass Sticker Program

Participant may issue its unused GoPass stickers from its inventory to onsite interns, contractors, consultants, staff working less than 20 hours per week, and interns, ("Extra Users"). Participant must track all unused sticker distributions to its Extra Users on its GoPass Log in accordance with Section 7.

All Extra Users must use the same Participant ID card as described in Section 5. If Participant is unable to issue the JPB-approved ID to its Extra Users, Participant must notify JPB and JPB will provide an ID design template. Only the Participant Caltrain-approved ID badge design or JPB template ID badge design may be used. Any other ID that is presented will not be considered valid fare and be considered Misuse in accordance with Section 21 below.

- 20. CALTRAIN PASS FORWARD PROGRAM:** All unused and non-distributed GoPasses will be donated to the Pass Forward Program (formerly known as the Caltrain GoPass Donation Program) at each program term end date. This excludes all used, lost, damaged, stolen, or replacement passes. Participants may opt out of the donation by notifying JPB via electronic or written correspondence up to one month prior to the program term end date as shown the signature page of this agreement. JPB will provide a letter acknowledging the value of the donated passes that may be used for tax purposes, unless Participant opts out. Please visit <https://www.caltrain.com/passforward> for more information on the program.
- 21. TERMINATION:** Either party may terminate this Agreement by giving the other party written notice at least 90 days prior to the desired termination date, which shall be the last day of a calendar month. If either party terminates the Agreement pursuant to this provision, JPB shall refund to Participant a pro-rata portion of Participant's total payment in accordance with the Proration Schedule attached to and incorporated in this Agreement as Exhibit A within 30 days after the termination date. For the GoPass Sticker Program only, (a) all undistributed GoPasses issued to Participant must be returned to JPB, and (b) Participant must verify in writing that it has made every good faith effort to collect or destroy all GoPasses that have been distributed to Users within 5 working days after the termination date. In the event Participant fails to comply with the terms of this Agreement, JPB may terminate this Agreement with 15 days' notice. Non-compliance by Participant may make Participant ineligible to participate in the GoPass program in subsequent years, as determined by the JPB in its sole discretion. This Agreement shall automatically terminate if Participant discontinues its business at the Participating Site(s) and it will be up to Participant to notify its GoPass Users that the GoPass will no longer be valid. JPB has the right, in its sole discretion, to block GoPasses on GoPass Users' cards or confiscate GoPass stickers in accordance with Section 21.
- 22. MISUSE OF GOPASS:** The GoPass constitutes a pass that is valid only so long as it is used in full conformance with the terms set forth herein.

GoPass Participant – JPB agrees not to pursue any claims or demands against Participant for a GoPass User's unauthorized use of the GoPass, unless the unauthorized use is the result of Participant's failure to follow the issuance procedures in Section 5, gross negligence, or willful misconduct. The transfer of the GoPass constitutes fare evasion, which is a violation of California Penal Code section 640. At the time of GoPass issuance, Participant shall (1) notify its Users that GoPasses are non-transferrable and that transferring a GoPass constitutes fare evasion under the law, and (2) shall remind Users of their agreement to the terms of usage provided in the Survey.

GoPass User – All GoPass Users shall be subject to JPB's fare inspection regulations. JPB may confiscate and/or destroy the GoPass sticker or Clipper Card and pursue claims or demands against, or seek prosecution of, anyone who duplicates, alters, transfers, sells, or commits unauthorized use of the GoPass. Unauthorized use of the GoPass includes, but is not limited to, allowing a non-eligible person to use a GoPass or affixing a GoPass sticker to any form of identification other than a valid Participant-issued, JPB-approved, GoPass User ID card.

JPB may cancel any individual GoPass if it has reason to believe that the GoPass was issued and/or used in a manner that fails to comply with the requirements herein. JPB will notify Participant if it has any such concerns and, after appropriate investigation, revoke those passes in question (and block GoPasses on GoPass Users' Clipper cards). Participant agrees to cooperate with JPB in such an investigation, including assisting the JPB in determining the identity of the GoPass User(s) who are alleged to have misused the GoPass. Participant waives all remedies and rights to refunds for any GoPasses revoked for misuse. JPB will incur no liability resulting from blocked or confiscated GoPasses due to misuse or GoPasses from a GoPass User whose Participant's Agreement has been terminated.

23. PROTECTION OF PRIVACY: The JPB contracts with a third-party online survey platform, Qualtrics, to facilitate Participant registration and agreement to the user terms and conditions of the Program, facilitate administration of the Program by the participating company, and collect Caltrain usage information. Participants are directed to review provider's website and privacy policy for additional information regarding its data privacy and security provisions at <https://www.qualtrics.com/privacy-statement> and <https://www.qualtrics.com/security-statement>. JPB acknowledges that it may review data stored on the third-party online survey platform that contains personally identifiable information ("PII") or confidential information about the Participant or the GoPass User ("Information") to administer the GoPass Program. If requested by a Participant's GoPass administrator, the JPB may share a list of GoPass User names with the administrator directly from the online survey platform. The JPB does not store any PII collected through the GoPass Program on its servers. Except as required to administer the GoPass Program in accordance with this Agreement or as otherwise required by law, JPB agrees not to use or to disclose to third parties the Information. Notwithstanding the foregoing, JPB may use and disclose to third parties information in an aggregate format that does not personally identify a GoPass User. JPB and its third-party service providers will delete all Participant and GoPass User PII within 30 days after the close of Survey, but will retain the name and email address of users who opt in to receive marketing or market research related communications from the JPB.

GoPasses that are furnished on Clipper® electronic fare cards are subject to MTC's privacy policy, which can be found at <https://www.clippercard.com/ClipperWeb/privacy.do>.

24. ENTIRE AGREEMENT: This contract contains the entire Agreement between the parties hereto for the term specified on Page 1 of this Agreement and cannot be changed or altered except by written agreement signed by both parties hereto. Neither party shall be bound by any oral agreement or other understandings contrary to or in addition to the terms and conditions as stated herein.

25. SUCCESSORS AND ASSIGNS: The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Participant and JPB and, except as otherwise provided herein, their personal representatives and successors and assigns.

26. NO THIRD-PARTY BENEFICIARIES: There are no third-party beneficiaries to this Agreement.

27. NO JOINT VENTURE: It is expressly agreed that Participant is not, in any way or for any purpose, a partner of the JPB in the conduct of JPB's business or a member of a joint enterprise with JPB, and does not assume any responsibility for JPB's conduct or performance of this Agreement. It is expressly agreed that JPB is not, in any way or for any purpose, a partner of the Participant in the conduct of Participant's business or a member of a joint enterprise with Participant, and does not assume any responsibility for Participant's conduct or performance of this Agreement.

28. ATTORNEYS' FEES: In the event that either JPB or Participant fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

29. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California.

30. NOTICES: All notices, requests, communications and legal notices to be made or given to Participant under this Agreement shall be addressed as shown on page 1 of this Agreement. All notices, including legal notices, communications and requests to be made or given to JPB shall be addressed as follows or sent electronically to b2b@caltrain.com:

Peninsula Corridor Joint Powers Board (Caltrain)
Attn: Fare Program Operations
1250 San Carlos Ave.
San Carlos, CA 94070-1306

SAMPLE

Exhibit A

Proration Schedule

New Participants & Terminating Participants - Business & Residential Eligibility

Effective Date (falling in month)	Portion of Total Fee per GoPass More than Minimum	Portion of Total Fee per GoPass Less than Minimum
February	\$252.12	\$5,042.40
March	\$229.20	\$4,584.00
April	\$206.28	\$4,125.60
May	\$183.36	\$3,667.20
June	\$160.44	\$3,208.80
July	\$137.52	\$2,750.40
August	\$114.60	\$2,292.00
September	\$91.68	\$1,833.60
October	\$68.76	\$1,375.20
November	\$45.84	\$916.80
December	\$22.92	\$458.40

New Participants & Terminating Participants - Student Eligibility Academic or Calendar Year

Effective Date (falling in month)	Portion of Total Fee per GoPass More than Minimum	Portion of Total Fee per GoPass Less than Minimum
Month 2	\$90.75	\$1,815.00
Month 3	\$82.50	\$1,650.00
Month 4	\$74.25	\$1,485.00
Month 5	\$66.00	\$1,320.00
Month 6	\$57.75	\$1,155.00
Month 7	\$49.50	\$990.00
Month 8	\$41.25	\$825.00
Month 9	\$33.00	\$660.00
Month 10	\$24.75	\$495.00
Month 11	\$16.50	\$330.00
Month 12	\$8.25	\$165.00