

# MACKINAC BRIDGE AUTHORITY

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## DISCOUNTED TOLL ACCOUNT AGREEMENT

These terms and conditions, along with your account information, supporting documentation, and subsequent amendments, constitute this Discounted Toll Account Agreement, made and entered into by and between you and the Mackinac Bridge Authority, a component unit of the State of Michigan. Pursuant to the terms of this agreement, the Mackinac Bridge Authority, hereafter termed MBA, agrees to provide you, the account holder, with a card or cards to allow for the electronic payment of discounted tolls from your prepaid account, hereafter termed "account", in consideration for the use of the Mackinac Bridge, hereafter termed "bridge". This agreement will become binding upon both parties when an account is opened or a deposit is made to your existing account by you, or on your behalf. The amount and percentage of discount afforded accountholders is set by the MBA and may change at any time upon board action. The discounted toll is a percentage of the regular toll for two axle passenger vehicles not towing a trailer, including cars, pickup trucks, vans, and motorcycles without sidecars. All other vehicle configurations are prohibited from using MBA discounted toll cards provided by this agreement.

**USE REQUIREMENTS TO RECEIVE A DISCOUNTED TOLL** – The initial use of each discounted toll account card for bridge fare after December 31, 2009, will deduct the full-fare toll amount of \$3.50 from your account balance. If a use for bridge fare is within 36 hours of the prior full-fare use, a discounted toll of \$0.10 will be deducted from your account. If the discount is applied, the next use will be at full-fare. However, if the time period between the current and previous use for bridge fare is greater than 36 hours, the discount will not be applied to the current toll.

**MINIMUM USE REQUIREMENTS** – Account holders must use their account at least once every 365 days. Accounts will be reviewed daily to determine if minimum usage has been met. If the usage requirements have been met, the account will remain open. If the usage requirements have not been met, the account will be closed and any remaining balance of funds will be forfeited by the account holder to the MBA.

**ACCOUNT INFORMATION** – Accounts are created at the MBA's Customer Service Center in the Administration Building located next to the toll booths. You agree to present your valid driver license to MBA personnel for identification purposes. MBA personnel will enter your name and ZIP code in your account. Address, driver license number, and telephone number will be entered at a later time. You may have the MBA photocopy your driver license and write down your phone number, or you may submit the required information on a piece of paper to the MBA, have two MBA employees verify the information by reviewing your driver license and signing the paper for audit purposes. You agree that all information provided to the MBA is correct and may be verified and investigated by the MBA. The MBA may periodically require subsequent verification of accountholder information requiring the accountholder to present their valid drivers license. You agree to inform the MBA in writing of any change to the account information previously provided by you or on your behalf. The MBA will assign an account identification number unique to your account. Accounts are limited to one per person. The MBA may deny opening an account or close an existing account if a debt is owed the MBA, including, but not limited to, unpaid Promissory Notes (toll IOU's), and returned checks.

**CARDS** - The MBA will issue only one card when creating an account. Two additional cards may be issued upon your request and will be mailed to the address on your account. Each card will have your account identification number and be assigned an individual card number. Discounted toll cards are assigned to only one account and are not transferable. Custody, care, and security of individual cards are your responsibility and not the responsibility of the MBA. Upon your request, the MBA will inactivate any or all of the cards assigned to your account. From time to time, the MBA may update cards by issuing new cards or by some other means. You are responsible for ensuring that all of your cards are updated by the MBA. The MBA reserves the right to refuse to honor any card not updated.

**CARD FEES** - You will be charged a one-time card production fee of ten dollars (\$10.00) for each card issued to your account. You can purchase a maximum of three cards. Requests for additional cards must be in writing. Cards that are found defective from normal use will be replaced by the MBA free of charge. Damaged or lost cards will be assessed a ten dollar (\$10.00) replacement fee.

**LOST OR STOLEN CARDS** - You are responsible for all uses of the discounted toll cards issued for your account. Lost or stolen cards must be reported immediately to the MBA. As soon as possible, the MBA will inactivate all cards reported as lost or stolen and will attempt to refuse to honor lost or stolen cards. You are responsible for the authorized and unauthorized use of cards prior to deactivation. The MBA will re-activate these cards upon your written request. The MBA does not charge a fee for the deactivation and reactivation of cards.

**ACCOUNT BALANCES** – The accountholder is responsible to ensure that adequate funds remain on deposit in your account. Account balances will be provided to the customer upon request. If you allow your account balance to be drawn down to an amount less than the rate charged for discounted tolls by the MBA, your account will become inactive until additional funds are deposited.

**DEPOSITS** – The initial minimum deposit upon account creation is ninety dollars (\$90.00). This amount includes a \$10.00 administrative fee for card production and an \$80.00 prepaid toll deposit to your account. You can deposit any amount greater than \$90.00. The minimum amount for subsequent deposits to your account is fifty dollars (\$50.00). Deposits to your account may be made at the MBA's Customer Service Center in United States funds by cash or check. Checks may also be mailed to the MBA for deposit to your existing account. **If depositing by check, you agree to write your discounted toll account number on your check.** Checks are to be made payable to **Mackinac Bridge Authority**. Cash deposits may be made to your existing account at the toll booths in \$50.00 increments. Customer receipts for funds deposited will be issued upon request. If the MBA receives a check issued by you or deposited into your discounted toll account on your behalf and returned from the MBA's depository bank for any reason, you will be charged a twenty-five dollar (\$25.00) administrative fee. Your discounted toll account will be closed until the MBA receives full payment for the amount of the returned checks and administrative fee. This administrative fee may change without notice.

**DISCOUNTED TOLL CARD USE** - You agree to abide by the rules, policies and procedures established by the MBA for discounted toll card use. There are two ways to use discounted toll cards. (1) The driver of the vehicle must come to a complete stop at the toll booth and give the discounted toll card to the toll collector. The collector will classify the vehicle as a discounted toll and draw the toll from your account. Toll receipts will be issued at the time of transaction upon request. (2) The driver of the vehicle stops at an un-staffed toll booth and holds the card within a few inches from the card reader until the lane exit gate opens. Receipts are not available in un-staffed booths. In both cases, the remaining balance of your discounted toll account will appear on the patron display next to the lane gate. The MBA is not required to verify that the patron presenting your MBA discounted toll card has your authorization to use the card. However, at the MBA's discretion, the toll collector may require the patron presenting your card to show their drivers license to verify that the person presenting your card is you or a person authorized by you to use your card. You agree that the collector may retain your card if it has been reported as being lost or stolen, or if the collector determines that the card is being used in violation of these rules.

**ACCOUNT ADJUSTMENTS** - You agree that the MBA may make adjustments to your MBA discounted toll account based upon deposit or use discrepancies determined by the MBA during the toll revenue audit of daily transactions, or by charges and discrepancies determined by the account manager.

**ACCOUNT CLOSURE** - The MBA will close your MBA discounted toll account upon your request. You agree that the MBA may close your account if you have no transactions with your discounted toll account within the minimum usage period. You may close your account at any time by notifying the MBA in writing via fax, mail, or email. Upon account closure, your discounted toll cards will be invalidated. Any balance remaining will not be refunded but forfeited to the MBA. Hardship requests for return of an account balance may be made to the MBA review committee.

**EXPIRATION** - The MBA may establish expiration dates for discounted toll account cards. Expiration dates may change by MBA board action. **The current expiration date for all new and existing cards is December 31, 2010.**

**APPLICABLE LAWS** - This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree to obey all applicable state laws and state and MBA traffic rules and regulations and applicable FCC regulations.

**SYSTEM WARRANTY** - Except as otherwise provided herein, you agree and acknowledge that the MBA has no obligation or liability to you with respect to your use, or the performance of, the MBA discounted toll account system. The MBA expressly disclaims any representation or warranty, expressed or implied, including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity with models, samples or industry standards.

**VENUE** - You agree to waive any and all privileges and rights relating to venue in regards to any legal action related to this agreement instituted by either party hereto. Venue shall be chosen by the MBA.

**INDEMNITY** - You agree to indemnify, defend, and hold harmless the MBA, its agents, officers, employees, the Michigan Department of Transportation and the State of Michigan from against any and all claim, charge, damage, loss, cost, expense, or liability relating to, arising from, or as a result of your use or the performance of the MBA discounted toll account system. You agree to pay any costs, including reasonable attorney fees, incurred by the MBA to enforce the terms of this agreement.

**SEVERABILITY** - You agree that if any part, term, or provision of the agreement is held by the courts to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held invalid.

**WHOLE AGREEMENT** - You agree that this agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. You agree that the MBA reserves the right to change the terms of this agreement at any time without written notice to you.

**ASSIGNMENT** - You agree not to assign or transfer the obligations or the benefits of this agreement without the express written consent of the MBA.

**NOTICE OF CHANGE** – Notice of changes to this agreement will be released to the press through the Michigan Department of Transportation's Office of Communications. The account holder will not receive a written notice of change.