

CORPORATE PASS CONSIGNMENT AGREEMENT

This agreement is made and entered into on the _____ day of _____, 2011, by and between the Southern California Regional Rail Authority (Metrolink), One Gateway Plaza, Floor 12, Los Angeles, California, and _____
_____(Consignee).

WITNESSETH

Whereas, Consignee wishes to make Metrolink passes and tickets easily available to its tenants;

Whereas, Metrolink has an outreach program to identify and encourage corporate partners for commuter rail;

Now, therefore, it is mutually agreed by Metrolink and Consignee as follows:

1. Consignee agrees to sell or make available passes and 10-trip tickets to their employees, tenants or customers at their business location and at such times as may be convenient for the Consignee. Consignee may subsidize the cost of the passes and 10-trip tickets as it sees fit. However, under no circumstances shall Metrolink be reimbursed at less than the full value of the passes or 10-trip tickets.
2. If requested by Consignee, Metrolink will provide a reasonable amount of advertising material and timetables for the Consignee's use.
3. Consignee orders for passes and 10-trip tickets will be submitted between the 1st and the 15th day of the month prior to the month during which the passes and 10-trip tickets will be used. Metrolink will provide Consignee with all necessary order and return forms and/or mechanisms.
4. Consignee is responsible for the full value of all passes and 10-trip tickets provided by Metrolink. Consignee shall hold in trust all passes, 10-trip tickets and funds collected for the sale.
5. Consignee agrees to void and return all unsold passes and 10-trip tickets. When returning the fare material, consignee shall complete and return the Corporate Unused Tickets Return Form, which details all transactions for the month. Unsold passes, tickets and Return Form should be sent to Metrolink – Fare Collections, PO Box 811340, Los Angeles, CA 90081-1340, by the 30th day of the month following the order. Consignee shall provide payment in full by the 30th day of the month following the order. Payment shall be in the form of a company or agency check or money order payable to Metrolink, and shall be accompanied by the pink copy of invoice, and mailed to Metrolink, PO Box 514039, Los Angeles, CA 90051-4039.

If payment or unused tickets are not received by the 30th day, your next order will be withheld.

6. The relationship between the Consignee and Metrolink is not that of debtor and creditor, but trustee and beneficiary. All funds derived from the sale of passes and 10-trip tickets are the property of Metrolink. Consignee indemnifies Metrolink from any loss whatsoever to passes, 10-trip tickets and monies, whether occasioned by theft or otherwise.
7. Consignee will not assign any rights under this agreement without prior written consent of Metrolink.
8. 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 Consignee breach or default this agreement, Metrolink may recoup any attorneys' fees and costs associated with such breach or default.
9. Consignee is an independent contractor and not a beneficiary or employee of Metrolink within the meaning of any Worker's Compensation Law, or any law which would entitle Consignee 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. Consignee's authority is limited to the sale or distribution of passes and tickets.

In witness whereof, the parties here to have caused this agreement to be executed on the day, month and year first written above.

CONSIGNEE

**SOUTHERN CALIFORNIA REGIONAL RAIL
 AUTHORITY (METROLINK)**

One Gateway Plaza, Floor 12
 Los Angeles CA 90012
 Attention: Corporate Sales Manager
 Laurene M. Lopez lopezl@scrra.net
 Phone (213) 452-0288
 Fax (213) 452-0422

By: _____
 Print Name: _____
 Title: _____
 Date: _____

By: _____
 Print Name: _____
 Title: _____
 Date: _____