

**Ventura County Transportation Commission  
Fare Media Sales Agreement**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Ventura County Transportation Commission, a statutorily created agency by the State of California ("VCTC"), and \_\_\_\_\_ ("CONTRACTOR").

WHEREAS, VCTC's purpose is to provide safe and reliable public transportation services for Ventura County, and

WHEREAS, VCTC makes available for sale to the general public transit passes as acceptable for payment for fares and passage on VCTC and Valley Express public transit vehicles ("fare media"), and

WHEREAS, Contractor desires to engage in the sale of fare media in order to support the community and public transportation services for Ventura County, and wishes to establish its place of business as one that the general public associates with the purchase of fare media.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the VCTC and Contractor as follows:

1. **Sale of Fare Media.** VCTC agrees to furnish and Contractor agrees to sell fare media at the sales prices set solely by the VCTC, with no additional mark-ups. Contractor agrees to secure all fare media and funds at all times to minimize loss, theft or damage of, money and property of VCTC in the care or under the supervision of Contractor. On a periodic basis VCTC representatives will replenish Contractor's inventory of fare media.

2. **Manner of Payment.** Contractor will pay VCTC 100% of the face value of the fare media sold. Contractor shall remit the proceeds to VCTC of all fare media sold by Contractor as outlined in Exhibit A.

3. **Responsibility; Indemnification.** Contractor agrees to indemnify, defend, and hold harmless VCTC, its directors, officers, employees, and contractors from any and all suits, claims, actions, liability, losses or damages arising directly or indirectly from the use of Contractor's facilities and premises for the sale of fare media or from the performance of this Agreement by Contractor, its officers, employees, and agents other than where such liability is caused by the negligence, willful misconduct, or omissions of VCTC, its directors, officers or employees. This indemnification survives termination of this Agreement.

VCTC shall indemnify, defend, and hold harmless Contractor, its officers, employees, and agents from and any and all suits, claims, actions, liability, losses or damages arising directly or indirectly from the use of Contractor's facilities and premises for the sale of fare media or from the performance of this Agreement by Contractor, its officers, employees, and agents other than where such liability is caused by the negligence, willful misconduct of Contractor, its directors, officers or employees. This indemnification survives termination of this Agreement.

4. **Term; Termination.** The term of this Agreement shall start on the date written above, and continue until terminated by either party upon at least thirty (30) days' prior written notice from either party to the other. However, any default in the accounts or remittances of the Contractor shall be sufficient cause for VCTC to immediately terminate this Agreement without notice. If

this Agreement is terminated, Contractor shall stop selling fare media and remove, or permit VCTC to remove, all signs, advertising, listings, references and other evidence of the sale of fare media which might lead the public to believe that Contractor is still selling fare media for VCTC. Also, Contractor shall immediately return to VCTC all VCTC property and all proceeds that Contractor collected from selling fare media.

**5. Relationship Between VCTC and the Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of VCTC. The Contractor shall limit its activities for VCTC to the obligations and duties specified in this Agreement. Contractor shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind VCTC to any obligation whatsoever except as specified in this Agreement for the sales of fare media. VCTC has no responsibility whatsoever over the employment, discharge, compensation of or service rendered by an employee, subordinate, or associate of Contractor.

**6. This Agreement is the Entire Agreement.** This Agreement is the entire Agreement between VCTC and the Contractor and overrides all prior oral and written communications. Any change to this Agreement shall be in writing and signed by both VCTC and the Contractor.

**7. The Contractor Shall Not Assign this Agreement.** The Contractor shall not assign this Agreement to another person or entity without first securing written consent from VCTC. All of the terms of this Agreement shall be binding upon and benefit the parties hereto and their respective successors, assigns, and legal representatives.

**8. No Waiver.** VCTC's waiver of any breach or default by Contractor shall not be a waiver of any other breach or default. If VCTC consents to an act by Contractor that requires VCTC's approval, this does not relieve Contractor from obtaining VCTC's consent for any other similar act.

**9. All Notices Shall be in Writing.** All notices required by this Agreement shall be in writing and may be given to the other party by personal delivery or by mailing the notice in a prepaid envelope to the addresses listed below. Notice to the Contractor shall be sent to the attention of the City Manager's office. Notice to VCTC shall be sent to the attention of \_\_\_\_\_. The addresses listed below may be changed from time to time by notice mailed in the manner described in this paragraph.

**10. Contractor Shall Comply with Federal, State, and Local Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations in undertaking the obligations set forth under this Agreement. This Agreement, its interpretation, and all work performed under it, shall be governed by the laws of the State of California.

**11. Conflict of Interest.** No officer or employee of the Contractor shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. VCTC warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**12. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to

execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.**

**Ventura County Transportation Commission: CONTRACTOR: \_\_\_\_\_**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

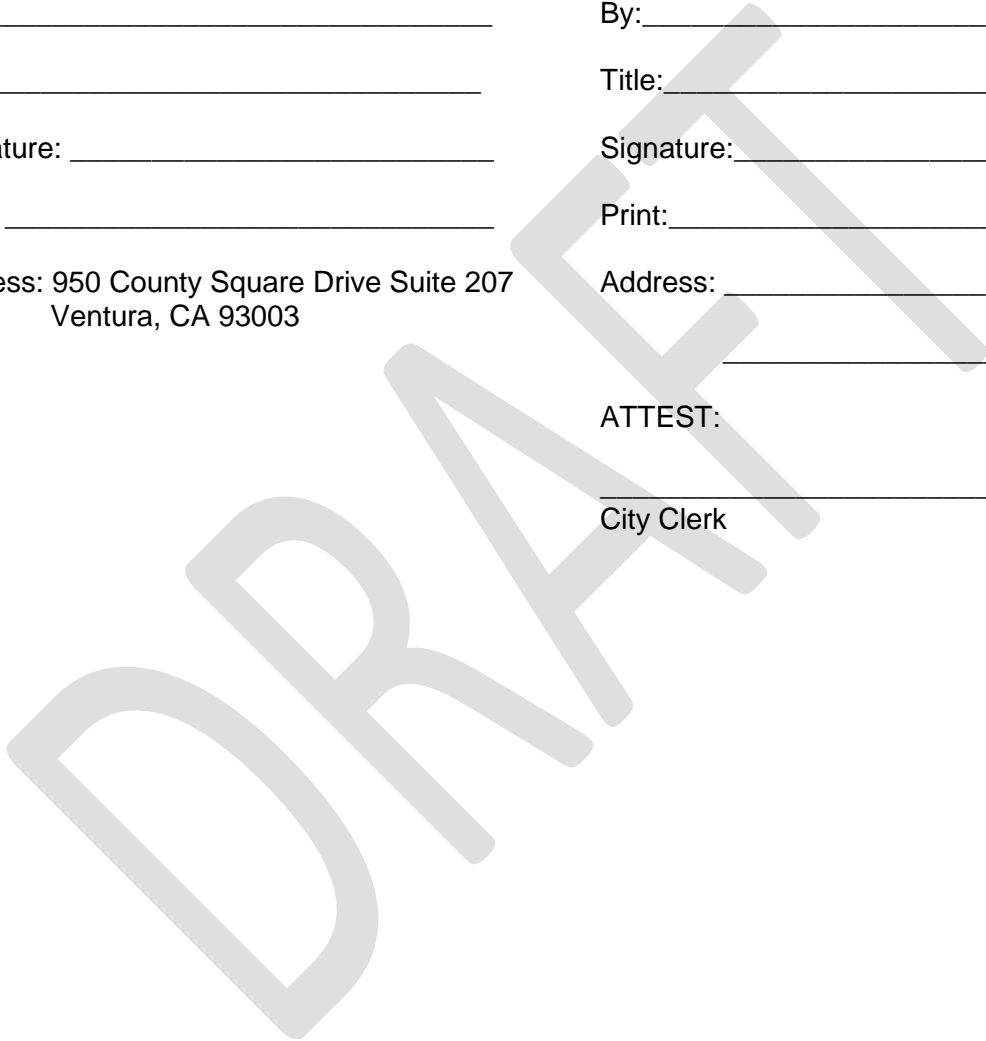
Print: \_\_\_\_\_

Address: 950 County Square Drive Suite 207  
Ventura, CA 93003

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

ATTEST:

\_\_\_\_\_  
City Clerk



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## **Exhibit A: Ventura County Transportation Commission Fare Media Sales Outlet Program Guidelines:**

Thank you for becoming a Ventura County Transportation Commission (VCTC) fare media sales outlet. By doing so, our passengers will think of your business first and your business will make it easier for our passengers to ride the bus!

Here are the steps we take to prepare you for selling VCTC fare media:

1. Once your business representative has signed a VCTC Fare Media Sales Agreement, you will receive passes on a regular basis. VCTC will deliver the passes in a quantity agreed to by each party.
2. To request passes, please fill out a Fare Media Order Form and email it to VCTC at [passes@goventura.org](mailto:passes@goventura.org): or fax it to VCTC Ticket Sales at (805) 642-4860. Upon receiving the Order Form, a VCTC representative will contact you.
3. You will receive VCTC pass orders every month. It is important that you verify that your order is correct. Please confirm that the order received matches the invoice that accompanies it.
4. Once you have verified this information, please sign the log for receipt of fare media and return it to the VCTC representative.
5. You will be responsible for the fare media issued to you until it is either sold or returned to VCTC.
6. You will be required to provide an accounting of passes sold and passes on hand.
7. If your location determines no new inventory is needed for the coming month, and no passes are ordered, VCTC will simply conduct a month-end reconciliation of passes sold and on hand.
8. If you run out of any passes or if you are about to run out, please contact VCTC at 805-642-1591 X 104.
8. By agreeing to sell VCTC fare media, it is your responsibility to sell or return unsold fare media to VCTC. It will be your responsibility to pay for any lost or stolen fare media. VCTC will not replace them.

**Please note: Fares are subject to change without notice. Should this occur, VCTC will provide instructions to you and will arrange to make any exchanges, should it be necessary to do so.**

VCTC will provide assistance to help make this as easy as possible. Should you have any questions or problems at any time, please call Ventura County Transportation Commission Customer Service at 800-438-1112.