

Commercial Account

APPLICATION FOR GEORGIA CRUISE CARD

State Road and Tollway Authority

State of Georgia

P.O. BOX 2105, ATLANTA, GA 30301-2105

Phone (404) 893-6161 Fax (404) 893-6160 Http://www.georgiatolls.com

(Please use blue or black ink)

Date: ___/___/_____

COMPANY NAME _____

CONTACT PERSON _____

Address: _____

City, State, Zip: _____

COUNTY: _____ PHONE: _____

E-mail: _____

***** ALL INFORMATION MUST BE COMPLETED TO OPEN A CRUISE CARD ACCOUNT *****

VEHICLE INFORMATION: (List Additional Vehicles on Continuation Sheet)

Total Number of Cruise Cards for this Account _____

Please specify plate type in space provided: (Standard, Wildlife, Wildflower, School Name, Prestige, etc.)

Vehicle #1

Vehicle License Plate: (Circle one) Private/Commercial /Government State: _____ Number: _____ Plate Type: _____

Vehicle Description: _____
Year Make Model Color

GEORGIA CRUISE CARD NUMBER ASSIGNED: GSTA _____
(Office Use Only)

Vehicle #2

Vehicle License Plate: (Circle one) Private/Commercial /Government State: _____ Number: _____ Plate Type: _____

Vehicle Description: _____
Year Make Model Color

GEORGIA CRUISE CARD NUMBER ASSIGNED: GSTA _____
(Office Use Only)

Payment Information: Please see Commercial Account-Cruise Card Agreement Terms and Conditions on reverse side for prepaid toll & replenishment amounts.

REQUIRED: Credit Card Information for Account Replenishment

Account#: _____ EXP ___/___ MC VISA AMEX DISC DEBIT CARD

I, AS AUTHORIZED REPRESENTATIVE OF THE COMPANY, HEREBY APPLY FOR A LICENSE TO USE THE GEORGIA CRUISE CARD, WHICH SUBJECT TO ALL APPLICABLE RULES OF THE STATE ROAD AND TOLLWAY AUTHORITY AND OTHER APPLICABLE GOVERNMENTAL ENTITIES AND AGENCIES, WILL ALLOW PASSAGE THROUGH DESIGNATED TOLL PLAZAS LOCATED IN THE STATE OF GEORGIA. I AGREE THAT I HAVE READ, UNDERSTAND AND WILL BE BOUND BY THE TERMS OF THIS AGREEMENT AS SET FORTH ON THE REVERSE SIDE HEREOF. YOU ARE AUTHORIZED TO DEBIT PERIODICALLY THE CREDIT OR DEBIT CARD INDICATED FOR THE AMOUNTS NECESSARY TO SATISFY MY OBLIGATIONS UNDER THIS AGREEMENT. IF NOT USING A CREDIT CARD, I AS AUTHORIZED REPRESENTATIVE, ASSUME ALL RESPONSIBILITY FOR PROVIDING TIMELY PAYMENT TO SATISFY THE COMPANY OBLIGATIONS UNDER THIS AGREEMENT.

Signature: _____

Date: ___/___/_____

OFFICE USE ONLY:

Number of Cards Issued _____

Account Number Assigned _____

Clerk ID _____ Date _____

(Revised 11/2005)

COMMERCIAL ACCOUNT – CRUISE CARD AGREEMENT TERMS AND CONDITIONS

TERMS AND CONDITIONS:

The following is the agreement between the parties relating to the use of the Georgia Cruise CARD(s), ("CARD(s)"). The words "we", "us", "our" means the Georgia State Road and Tollway Authority, ("Authority").

Definitions. (a) "Prepaid Toll" is the initial charge and subsequent charges made to your chargeable credit card or debit card to replenish your account for the deduction of applicable tolls and fees. (b) "Replenishment Threshold" is the minimum balance that must be maintained before a replenishment charge is made to your chargeable credit card or debit card. (c) "Replenishment Charge" is the amount charged to replenish an account that has reached the Replenishment Threshold. (d) "Account" is the Cruise Card account established with the Authority by this agreement to be maintained for the purpose of deducting tolls and fees.

1. Use of CARD. You agree:

a. **ONLY TO USE EACH CARD ISSUED IN CONNECTION WITH THE OPERATION OF THAT VEHICLE AND LICENSE PLATE TO WHICH IT HAS BEEN ASSIGNED.**

b. **To use the Cruise Card for access through Toll Plazas located in Georgia carrying the Cruise Card logo, or use in such other ways as may be agreed upon between the parties.**

c. **To properly affix the CARD** by mounting, displaying, and using the CARD in accordance with Authority guidelines to assure proper reading of the CARD. If improper mounting results in the failure to register passage through a toll plaza, you may be subject to administrative fees incurred.

d. **Not to proceed through any Cruise Card Lane until you have received and mounted your Cruise Card properly.** You are responsible for any Toll Violations that occur prior to the opening of your account and your receipt of the Cruise Card. Not to proceed through any gated toll lane unless the signal light located at the gated toll lane is green. If you do not receive a green light, you must pay the applicable toll in cash in order to proceed through the gated lane. You understand that failure to do so may subject you to forfeiture of your CARD and applicable fees.

e. That as you approach and pass through a Toll Lane, you will under no circumstance exceed the posted speed limit.

f. To comply with all applicable traffic laws, as well as rules of the Authority.

g. To contact the Customer Service Center if a warning light appears as your vehicle passes through the Toll Plaza.

h. **YOU WILL INFORM US IN WRITING OF ANY CHANGES TO THE INFORMATION SET FORTH ON THE CARD APPLICATION. THIS INFORMATION INCLUDES BUT IS NOT LIMITED TO: ANY CHANGE IN YOUR LICENSE PLATE, VEHICLE INFORMATION, YOUR CREDIT CARD NUMBER AND EXPIRATION DATE, YOUR ADDRESS OR TELEPHONE NUMBER. AN ADMINISTRATIVE FEE OF \$5.00 MAY BE CHARGED TO YOUR ACCOUNT IF WE MUST OBTAIN THIS REVISED INFORMATION THROUGH OTHER METHODS, INCLUDING TOLL VIOLATIONS, DUE TO YOUR FAILURE TO INFORM US AS REQUIRED.**

2. **Prepaid Toll.** You agree to maintain a Prepaid Toll to cover applicable tolls and charges. If you are a Credit Card user, you agree to maintain a current and chargeable credit card or debit card (with a current expiration date) with the Authority at all times and will maintain your Prepaid Toll by authorizing us to automatically charge an Account Replenishment Charge to your chargeable credit card or debit card when your account reaches or falls below the applicable Replenishment Threshold. **FAILURE TO MAINTAIN A CURRENT AND CHARGEABLE CREDIT CARD OR DEBIT CARD WITH A CURRENT EXPIRATION DATE WILL RESULT IN THE CLOSING OF YOUR CRUISE CARD ACCOUNT. When an account is closed for this reason, there is a \$10.00 non-refundable re-open fee to re-open the account.**

a. You will pay to us the appropriate Prepaid Toll when you submit your application. The Prepaid Toll, Account Replenishment Charges, and Replenishment Threshold are as follows:

| | <u>1-25 Cards</u> | <u>26 or more Cards</u> |
|--|-------------------|-------------------------|
| Prepaid Toll and Account Replenishment Charge/Rebill: | \$40.00 | \$125.00 |
| Replenishment Threshold: | \$10.00 | \$40.00 |

A fee equal to the applicable toll charge will be deducted from your account each time a CARD is used to gain access or exit through a toll collection area. **Each time your account balance falls to the replenishment threshold, you will be automatically charged the account replenishment charge/re-bill.**

3. Purchase Fee:

There is a \$10 purchase fee plus applicable sales tax for each Cruise Card.

4. **Billable User.** In order to establish a Billable Account, a signed request must be submitted on company letterhead along with a completed Commercial Account application. If you are a Billable User, you will be sent a monthly invoice. You agree to pay your monthly invoice balance due to the Customer Service Center on or before the due date.

5. **Itemized Statements.** Monthly statements are available online at www.georgiatolls.com. To log in to your account the first time, you will need your Cruise Card account number or Cruise Card ID (the number beginning with GSTA), and the credit card currently listed on your account. The last three statements are available for the months your account had activity. Paper statements are available upon request. **A service fee of \$2.00 will be charged to your Georgia Cruise Card account for each paper statement requested.** Billable Users should request online access in writing on company letterhead; included in the request should be the username desired. An Authority representative will contact the Billable User once online access is established.

6. **Lost, or Stolen Card.** If your Cruise Card is lost or stolen, you must notify the Authority immediately so we may deactivate the CARD. Until you notify us that the CARD is lost or stolen, we may continue to deduct from your account (and continue to charge your credit card as provided in Section 2 above) any fees incurred through use of the CARD. Once you notify us that the CARD has been lost or stolen, we will deactivate it so the CARD can no longer be used. There is a \$10.00 purchase fee plus applicable sales tax for each replacement Cruise Card.

7. **Defective CARD.** If the CARD is deemed to be defective, you must notify us within 30 days of receipt of the CARD, and we will replace it at no charge to you. Please notify us, and we will mail you a replacement Card and a postage paid envelope for you to return the defective CARD to us. You acknowledge that we have not made, **AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CARD (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).**

8. **Closing Account:** We may close your account at any time. **You may close your account at any time by submitting a written request to close the account.** Upon receipt of your written request, any unused Prepaid Toll will be returned to you.

9. **Violation of Terms and Conditions.** Failure to abide by any of the terms and conditions of this agreement may result in the termination of this agreement. The Authority reserves the right to terminate this account and deactivate the CARD(s) issued under this agreement for failure to abide by any of the terms and conditions of this agreement. Any trips made through a Toll Plaza with a deactivated CARD or without paying the proper toll may result in an administrative fee of \$25.00 per trip. The Authority reserves the right to report delinquent accounts to an authorized credit bureau.

10. General Provisions.

a. The Authority is not liable for the performance of the CARD. You agree to indemnify the Authority against all damage, loss, cost, expense or liability that relates to misuse or unauthorized use of the CARD. **WE HAVE NOT MADE, AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CARD (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).**

b. You will be responsible for a returned check fee on any check returned by your bank.

c. **THE AUTHORITY MAY CHANGE THIS AGREEMENT BY PROVIDING YOU WRITTEN NOTICE OF ANY NEW TERMS. IF THE CARD IS USED AFTER YOU RECEIVE NOTICE OF THE NEW TERMS, YOU WILL BE BOUND BY THE NEW TERMS. NOTICE WILL BE DEEMED TO HAVE BEEN RECEIVED 10 DAYS AFTER BEING MAILED TO YOU AT YOUR ADDRESS IN OUR RECORDS, OR FIVE DAYS AFTER BEING POSTED ONLINE AT www.georgiatolls.com.**

d. You agree to pay all costs, including attorney's fees, incurred by us to enforce the terms of this Agreement.

e. If for any reason your account is insufficient to pay any amounts payable by you to us, you will remain liable to us for such amounts.

f. This Agreement binds and benefits you and the Authority and its successors and assigns. You cannot assign your rights or obligations under this agreement.

g. This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation shall be governed by, and construed in accordance with the laws of the State of Georgia.

h. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

i. **Contact Information: State Road and Tollway, Authority, Customer Service Center, P.O. Box 2105, Atlanta, Georgia 30301-2105. Phone (404)893-6161, Fax (404)893-6160
Email: gsrta@georgiatolls.com
Web: www.georgiatolls.com**