



## SEPTA CONSIGNMENT SALES AGREEMENT

**Name of Consignee:**

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Trading/doing business as  
[If other than above]:

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Consignee address:

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The organization named above (hereafter "Consignee") hereby agrees with SEPTA, in consideration of the mutual covenants and conditions contained herein, that Consignee at the location(s) listed at the end of this contract, (hereinafter, "store" or "stores") will hereafter participate in SEPTA's Boarding Instrument Consignment Sales Program (hereinafter "Program") as a sales distributor for SEPTA tokens and/or passes (also referred to as "Boarding Instruments"), subject to the following terms:

1. SEPTA will provide the Boarding Instruments on consignment to Consignee for sale to the public, exclusively at the address(es) listed above, and exclusively at prices set by SEPTA in SEPTA's tariffs (which may change at any time). SEPTA, as consignor, retains ownership of all Boarding Instruments provided to Consignee under this Agreement until the time of Consignee's sale of same to the public.

2. SEPTA will provide Consignee with a copy or a summary of any SEPTA tariff(s) relevant to Consignee in its sales of SEPTA Boarding Instruments, and appropriate signage advertising Consignee's participation in the Program, as well as a copy of the current SEPTA Boarding Instrument Procedural Guide (and any subsequent changes thereto, hereinafter referred to as "Guide").

3. Consignee will keep a SEPTA token or token and pass sales sign in plain view in front of its store(s) at all times.

4. Consignee at all times will provide a no-step barrier-free access-way from the sidewalk to the point inside its store(s) where it sells the Boarding Instruments.

5. SEPTA will provide Consignee training in consignment management, and all required forms.
6. SEPTA pays no commission or other payment in return for Consignee's consignment sales under this Agreement.
7. Consignee will conform to the rules and procedures in SEPTA's Guide, and as it may be amended exclusively by SEPTA.
8. SEPTA will be exclusively responsible for any loss or damage to Boarding Instruments and proceeds while SEPTA transports same to and from Consignee's store(s). **Consignee** will be **exclusively responsible** financially for all Boarding Instruments and all proceeds from the sale of Boarding Instruments while such Instruments and proceeds are in Consignee's store(s). All Boarding Instruments shall have the value assigned to them by SEPTA. Consignee's control and security procedures for unsold Boarding Instruments are subject to SEPTA's written approval before initial delivery of same by SEPTA. Consignee is exclusively responsible for complying with such procedures at all times.
9. Consignee, on behalf of itself and all its members, employees, agents, partners, contractors and their heirs, executors and administrators ("Consignee and such persons"), releases SEPTA of any liability for any personal injury (including DEATH) and any property loss resulting to the Consignee and/or such persons from SEPTA's approval of such control and security procedures, from the presence of SEPTA personnel (or SEPTA representatives) and Boarding Instruments on Consignee's property, and/or from any negligent act or omission of SEPTA relating to such SEPTA personnel or representatives, Boarding Instruments and/or approval of Consignee's procedures.
10. SEPTA will periodically make delivery of tokens to each store selling tokens, and Consignee will promptly provide SEPTA the proceeds of the sale of such tokens in accordance with SEPTA's Guide. Consignee shall promptly remit proceeds from the sale of tokens in accordance with rules and procedures in SEPTA's Guide.
11. SEPTA will deliver (separately from the token delivery) monthly and weekly Boarding Instruments (in instances where this Agreement applies to passes) prior to the commencement of the monthly and/or weekly sales period. SEPTA will pickup from Consignee (at each store included in this Agreement) all passes unsold during the most recently completed period or as otherwise established in SEPTA's Guide, and all proceeds from the sale of passes also in accordance with SEPTA's Guide (i.e.,

one week after the end of the pass sale period). Consignee shall comply with all procedures relating to tokens and other Boarding Instruments, and the proceeds therefrom, as set forth in SEPTA's Guide, and as that Guide may be revised (exclusively by SEPTA) from time to time.

**12.** Consignee may not transfer or assign this Agreement to any person or entity, including a successor to the business of Consignee. In the event Consignee sells his/her business at any one or more stores involved in this Agreement, Consignee agrees to notify SEPTA (according to SEPTA's Guide) at least thirty (30) days in advance, of such sale of any store(s).

**13.** In instances where this Agreement extends to two or more stores of Consignee, Consignee may not transfer any Boarding Instruments between or among any such stores.

**14.** In instances where this Agreement extends to (a) the sale of both tokens and to passes and/or (b) to two or more stores of Consignee, and where SEPTA determines that insufficient sales have occurred, SEPTA shall have the continuing right to (i) cease supplying either tokens or passes, or both tokens and passes to any of the two or more stores of Consignee, and, where only one store of Consignee is included under the Agreement, (ii) cease supplying tokens or passes.

**15.** In instances where the parties determine either (a) to extend Consignee's participation in the Program to any additional store(s) of Consignee (or reduce Consignee's participation by deleting one or more store(s)) and/or (b) to extend the scope of Consignee's participation in the Program at any current store(s) to an additional type of Boarding Instrument (tokens or passes), the parties, at the sole option of SEPTA, shall either execute a new Agreement with the understanding that the obligations, release, and records assumed, given and kept under the prior Agreement shall survive and continue under the new Agreement, or amend this Agreement by adding or deleting a store(s).

**16.** Consignee shall maintain accounting records and make them available at its office at all reasonable times during the Agreement period and for three (3) years from the date of SEPTA's final receipt of Boarding Instrument sales proceeds with respect to this Agreement. Consignee shall permit the authorized representative of SEPTA to inspect and audit all data and records of Consignee relating to its performance under the Agreement. After Consignee leaves the SEPTA Program, SEPTA shall continue to have the right to recover any sale proceeds owed and the value of any Boarding Instruments unaccounted for as a result of a SEPTA audit.

**17.** This Agreement will be in effect from the date of the first Boarding Instruments delivered to Consignee, cancelable by either party upon thirty (30) day's prior notice.

**18.** This Agreement shall be strictly interpreted and construed in accordance with the Commonwealth of Pennsylvania, and any suits or actions brought under or to enforce this Agreement shall be adjudicated only in a federal or state court within the City of Philadelphia.

**Store addresses covered by this agreement. (Completed by SEPTA)**

| ADDRESSES | INSTRUMENTS |
|-----------|-------------|
| 1.        |             |
| 2.        |             |
| 3.        |             |
| 4.        |             |
| 5.        |             |
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| 10.       |             |
| 11.       |             |
| 12.       |             |

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|---|----------------------|--------------------------------|
| <b>FOR CONSIGNEE:</b>   |                      |                                |
| _____<br><b>Authorized Signature</b><br>Owner, Partner, or Corporate Officer<br>(Sign in presence of Notary Public) | _____<br><b>Date</b> | _____<br><b>Print Name</b>     |
|   |                      | _____<br><b>Print Position</b> |
| <b>SWORN TO AND SUBSCRIBED BEFORE ME</b>  |                      |                                |
| THIS _____ DAY OF _____, IN THE YEAR OF _____.  |                      |                                |
| _____<br><b>Date:</b>   | <b>Notary Seal</b>   |                                |
| <b>FOR SEPTA:</b><br>Accepted by:   |                      |                                |
| _____<br>Richard G. Burnfield<br>CFO/Treasurer  | _____<br><b>Date</b> |                                |

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