



METROPOLITAN TULSA TRANSIT AUTHORITY
BONUS BUCKS AGREEMENT

THIS AGREEMENT is entered into _____ (mo/day/yr) by and between METROPOLITAN TULSA TRANSIT AUTHORITY, whose physical address is 510 S. Rockford, Tulsa, Oklahoma, and _____ (employer), whose address is _____.

In the consideration of the mutual promises and the terms and conditions set forth herein, the parties agree as follows:

I. Bonus Bucks Program

- A. Employer shall distribute Bonus Bucks in a form prepared by Tulsa Transit to employer's employees and shall pay ___50% or ___100% of the cost of the monthly bus passes upon redemption of the forms. If the employer pays 50%, the employee will also pay 50% of the cost. Each Bonus Bucks form can be redeemed for one (1) 31-day pass good for unlimited rides on local routes for 31 days (\$40 value), or four (4) 10-ride Regular Fare Cards (\$40 value), or four (4) 10-ride Express Fare Cards (\$50 value). Bonus Bucks shall have no cash value.
- B. Tulsa Transit shall print Bonus Bucks bearing Employer's name or logo.
- C. Employees shall redeem the Bonus Bucks by mailing the Bonus Bucks form to Tulsa Transit with a check or money order for the balance due, if any. To ensure delivery of passes before the first day of the following month, employees must mail their orders by the 9th day of the preceding month. Employees shall then receive passes between the 25th and 30th of the month. Tulsa Transit shall not provide refunds or credits. Only one Bonus Buck may be redeemed per employee per month.
- D. Tulsa Transit shall invoice employer monthly for all Bonus Bucks redeemed. Tulsa Transit shall provide employer with a listing of names written on the Bonus Bucks that were redeemed and the corresponding serial number along with the monthly billing. Employer shall remit the purchase balance due to Tulsa Transit within 30 days after the date on Tulsa Transit's invoice.
- E. Tulsa Transit shall maintain redeemed Bonus Bucks for one year. One year after redemption of a Bonus Bucks, employer is barred from disputing the accuracy of a billing regarding the redeemed Bonus Bucks.

II. Employer's General Responsibility

- A. Employer shall use its best efforts to promote Bonus Bucks to employees in accordance with the terms of the Agreement, at its location(s) in the Tulsa Transit service area. Employer shall maintain a complete inventory and maintain control over all Bonus Bucks forms in its possession.
- B. If any Bonus Bucks are lost or stolen, employer shall notify Tulsa Transit immediately of the loss and provide serial numbers of those lost or stolen. Tulsa Transit shall not hold employer responsible for any lost or stolen Bonus Bucks as long as those lost or stolen have not been processed prior to the employer notifying Tulsa Transit.

III. Term

The term of the agreement shall be from the ___ day of _____, 200__, through the ___ day of _____, 200__. This agreement shall renew automatically for one-year terms unless terminated by one or both parties under this agreement.

Either party may cancel this agreement upon 60 days written notice to the other. Upon termination, undistributed Bonus Bucks must be accounted for and returned to Tulsa Transit.

0IV. Employer is Independent Contractor

Employer shall be an independent contractor for all purposes and shall be entitled to no compensation for services provided hereunder other than that stated herein.

V. Assignment

Employer shall not assign any of its interest in this agreement without Tulsa Transit's prior written consent. Any agreement or assignment in violation of this paragraph shall be void.

VI. Nondiscrimination

During the term of this agreement, Employer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age or national origin. Tulsa Transit shall not discriminate against Employer's employees for services provided on the basis of race, religion, color, sex, disability, age or national origin.

VII. Integration and Modification

This agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. The agreement may be modified only by a written agreement signed by authorized representative of the parties.

1VIII. Authority

The representatives signing on behalf of the parties certify that the party for which they sign to make this agreement duly authorizes them.

IX. Project Managers

Employer's project manager for this agreement is _____.

Tulsa Transit's project managers for this agreement are Cynthia Staab, Assistant General Manager (ph: 560-5623) for program participation; and Shannon Nelson, Accounting Associate (ph: 560-5652) for pass and ticket distribution.

X. Liability

Tulsa Transit shall not be liable for consequential or incidental damages arising out of or breach of this agreement.

Accepted for Employer by:

Signature: X _____

Name: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Accepted for Tulsa Transit by:

Signature: X _____

Name: William Cartwright, General Manager