

RIDE MTA FOR LESS THAN FULL FARE.

# COMMUTER CHOICE MARYLAND



MARYLAND TRANSIT ADMINISTRATION



**Commuter Choice Maryland  
Employer Consignment Agreement  
Between  
The Maryland Department Of Transportation  
The Maryland Transit Administration**

**And**

\_\_\_\_\_

This Consignment Agreement (“Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Maryland Transit Administration (“MTA”) located at 6 Saint Paul Street, Baltimore, Maryland 21202, a modal agency of the Maryland Department of Transportation acting for and on behalf of the State of Maryland and \_\_\_\_\_ located at \_\_\_\_\_, \_\_\_\_\_, hereinafter sometimes collectively referred to as the “Parties.”

### Recitals

WHEREAS, MTA agrees to consign monthly passes; and WHEREAS, \_\_\_\_\_ agrees to distribute monthly passes to employees. THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

- Term: This Agreement shall commence as of \_\_\_\_\_ and shall continue in full force and effect on a month to month term.
- Delivery:
- On the third Tuesday of each month, the MTA shall deliver a specified number of monthly passes to the Vendor. At the same time that the MTA delivers the passes for the next period, it will pick up any unused passes from the previous month. (This visit by the MTA to deliver the monthly passes and to pick up the unused passes shall be referred to hereafter as “the time of delivery and pick up”). The MTA cannot schedule the exact time of delivery and pick up for each vendor; therefore the Vendor shall be prepared to turn over to the MTA all unused passes at any time beginning on the morning of the third Tuesday of each month.

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- In the event that unused passes are not ready at the time of delivery and pick up, the Vendor will be required to deliver all unused passes to the Revenue Control Division of the MTA at 1515 Washington Boulevard, Baltimore, Maryland 21230 by the close of the following business day.
- Responsibility of Vendor:
  - The Vendor shall maintain adequate safeguards for the consignment and shall be fully liable for all passes, regardless of any cause of whatsoever nature, once they have been delivered, accepted and signed for by the Vendor.
  - In carrying out its responsibilities under this Agreement, the Vendor agrees it is acting as an independent Contractor and is not an agent of the MTA.
  - The Vendor shall not assess a fee or additional charge to the cost of the passes.
- Training: The MTA will provide general training for the Vendor relative to the use of passes.
- Contact: The point of contact for this Agreement is the Commuter Choice Maryland program, Office of Communications and Marketing located at 6 Saint Paul Street, Baltimore, Maryland 21202; telephone 410-767-8750.
- Amendment: This Agreement may be amended only as the MTA and the Vendor mutually agree in writing. Except for the specific provision of the Agreement thereby amended, the Agreement shall remain in full force and effect after such an amendment.
- Assignment: This Agreement may not be transferred or assigned, in whole or in part, by the Consignee, except with the prior written approval of the MTA.
- Termination: The Parties may agree to terminate this Agreement at any time, regardless of cause, by giving to the other party a minimum of thirty (30) days prior written notice to that effect.
- Miscellaneous Provisions:
  - This Consignment Agreement and the rights and responsibilities hereto shall be determined in accordance with Maryland law.
  - This Consignment Agreement shall inure to and be binding upon the Parties.
  - The recitals (WHEREAS) clauses at the beginning of this Consignment Agreement are incorporated herein as substantive portions of this Consignment Agreement.
  - Attached and made a part of this Agreement are the Mandatory Contract Provisions, marked Exhibit A, covering other regulations and provisions of the State of Maryland applicable to this Agreement. In respect to Exhibit A, the term Contractor shall mean the Consignee herein.
- This Consignment Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

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IN WITNESS WHEREOF, the Parties have executed this Consignment Agreement on the dates indicated below.

WITNESS:

Employer: \_\_\_\_\_

FED ID# \_\_\_\_\_

Telephone # \_\_\_\_\_

\_\_\_\_\_

Sign:

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

WITNESS:

Maryland Transit Administration

\_\_\_\_\_

Jawauna Greene, Director  
Office of Communications and Marketing

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Attorney General  
Maryland Transit Administration