



# Application and Agreement

## Welcome to the MnPass Lanes!

Please read this Application and Agreement carefully. By signing on the reverse side, or using the MnPASS Lanes or your MnPASS Transponder, you agree to the following terms:

Please address all questions and notices to:

### MnPASS Customer Service Center

2055 Lilac Drive N

Golden Valley, MN 55422

Phone/Fax: 866.397.4334

E-mail: [customerservice@mnpass.net](mailto:customerservice@mnpass.net)

[www.mnpass.net](http://www.mnpass.net)

## 1. General.

This Application and Agreement ("Agreement") with Minnesota Department of Transportation ("Mn/DOT," "we," "our" or "us"), together with any supplements, allows the person named and his or her agents ("you" or "your") to use the MnPASS Lanes and pay fees and other charges using a MnPASS Transponder ("Transponder"). This Agreement confers only a license; Transponders and all other rights remain the property of Mn/DOT. You agree:

- To pay fees and other charges charged to your account ("Account").
- To safeguard and use your Transponder in accordance with instructions provided in your Transponder package and other materials and/or information that may be provided from time to time.
- To obey all applicable laws and regulations.
- To promptly review your statement and notify us if you have any questions regarding any charges. Charges not questioned within 30 days after the statement is e-mailed are non-negotiable.
- To promptly notify us of any changes in your name, address, phone number, vehicles/license plates used, and, if applicable, credit card number and expiration date.
- That the Minnesota State Patrol (MSP) may make available to Mn/DOT reports of incidents on the MnPASS Lanes.
- To have your Transponder properly mounted and visible to the MSP or other law enforcement officials at all times while on the MnPASS Lanes.

## 2. Payments, Minimum Balances, Fees and Charges.

- Accounts pay full fees for each trip, have no monthly membership fee, receive no per trip discounts, but have a \$1.50 per Transponder monthly fee.
- You authorize us to automatically replenish your Account by charging \$40, or the equivalent of one month's usage averaged over a three-month period (whichever is greater), to your credit card each time your Account balance falls below \$15, or one-week's usage averaged over a three-month period (whichever is greater). These recurring charges will continue until you notify us in writing that you wish to terminate this Agreement.
- You acknowledge that it is your responsibility to maintain your Account balance at or above the required minimum balance at all times. If you fail to keep the required minimum balance of pre-paid fees in your Account, you agree that we may deactivate your Transponder and/or close your Account and that any further use of the MnPASS Lanes or other use of your Transponder after such deactivation or Account closure will be treated as a fee evasion violation, subject to all applicable fees and fines as established by Mn/DOT and/or the State of Minnesota.
- You acknowledge that if your Transponder is deactivated or your Account closed for lack of payment, or violation of MnPASS Lanes' rules, a \$25 deactivation fee will be charged to your Account.
- You agree to pay a returned item fee of \$25 for each credit card transaction returned or refused by your credit card issuer.
- You acknowledge that if you do not comply with one or more of your responsibilities under this Agreement, Mn/DOT will incur costs to secure your compliance. You agree to reimburse Mn/DOT for all of its costs incurred in securing your compliance or enforcing your obligations under this Agreement, including fees and administrative charges for such matters as notifying you of fee violations or transponder failures. Such charges will be assessed in addition to statutory penalties for fee violations.
- You agree to pay \$2 for each statement requested to be provided to you by delivery through U.S. Mail.
- You agree to pay a negative balance fee of \$10 whenever your Account balance falls below \$0.

## 3. Transponders.

- You acknowledge that your Transponder must be mounted properly and in good working order. Failure to do so will result in additional processing fees. If a Transponder fails to operate for reasons other than abuse or improper use, return it to us and we'll replace it at no charge. If a Transponder is lost, stolen or fails to operate due to abuse or improper use, we will provide a replacement for \$40.
- Please notify us immediately if your Transponder is lost or stolen or if you suspect it is being used without permission. You won't be liable for any unauthorized use of your Transponder that occurs after such notification.
- If you fail to return your Transponder in good condition upon termination or deactivation of your Account, you authorize us to charge \$40 to your credit card.

## 4. Interoperability.

If you use your Transponder on another fee facility which has an interoperability agreement with us, you agree that we may charge you for any fees, fines and/or other charges arising from such use, and that you will be responsible to us or the other fee facility operator for such fees and/or other charges. Fees and other charges owed in this manner will be charged in accordance with rules, regulations and procedures of the facility on which the transaction was recorded. You further agree we may provide the other fee facility operator with any information contained in this Agreement or any other information associated with your Account for purposes of

collecting fees, fines and/or other charges. If you fail to update your vehicle license plate with the MnPASS Customer Service Center you may be subject to fee fines and other charges as established by the fee facility.

## 5. Termination.

Either party may terminate this Agreement at any time by giving written notice to the other party. If we request or if you elect to terminate this Agreement, return all Transponders to us in good condition and we'll refund (without interest) your Account balance and Transponder deposit, less any amounts you owe us. Credit card customer refunds will be processed as a credit toward the credit card on file approximately thirty-five (35) days from receipt of Transponder. If your Account balance isn't sufficient to pay all amounts you owe us, you'll remain liable for such amounts, and may become liable for attorneys' fees, service charges, fines and penalties in accordance with applicable law if such unpaid charges are not promptly paid.

## 6. Changes.

We have the right to change the terms of this Agreement and our policies, deposits, minimum Account balances and other terms and conditions at any time by placing written notice in the U.S. Mail to the address listed on your Account. All such changes will be effective and binding on you unless you terminate your Account and return your Transponder(s) prior to the effective date of the change(s). Fee schedules subject to change without notice. By using the road you agree to pay fees posted on the variable message sign where you enter the MnPASS lane.

## 7. Limited Warranty.

If you're dissatisfied with any service provided by Mn/DOT, simply return all Transponders to the MnPASS Customer Service Center. We'll refund any remaining balance in your Account (less any amount you owe us) and any remaining deposits.

## 8. Release and Indemnity.

- You acknowledge that we have not made, and we expressly disclaim, any representation or warranty, express or implied, relating to the MnPASS Lanes or any Transponder (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose), other than the limited warranty described in Section 7.
- Neither Mn/DOT nor its agents shall have any obligation or liability to you with respect to your use of the MnPASS Lanes or any Transponder, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from Mn/DOT and its agents shall be the limited warranty described in Section 7.
- You further agree to indemnify, protect and hold harmless Mn/DOT and its agents from all liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with your use of the MnPASS Lanes or any Transponder.

## 9. Governing Law.

- This Agreement is governed by the laws of the State of Minnesota.

## 10. Data Privacy Notice.

Mn/DOT is asking you to provide the data on this application form in order to process your request for a transponder. Mn/DOT and/or its contractor will use the data to set up a financial account, whereby the transaction using a MnPASS Transponder will automatically record a specific Transponder usage and effect a financial transaction to a State of Minnesota revenue fund.

Mn/DOT or its contractor may use the data you provide for: enforcement of invalid accounts; market research or customer service purposes related to this program; and to prepare summary financial reports and analysis that do not identify you, to conduct traffic research and customer analysis and to evaluate the MnPass system. Mn/DOT or its contractor will not market the data you provide.

You are not legally required to provide the data but if you do not supply the data, Mn/DOT will not be able to process your application.

The data you provide may be released in the following ways:

- To internal, federal, other auditors and to Mn/DOT legal advisers.
- If a court order requires us to release data about you, we must release it.
- If Congress or the Minnesota Legislature passes a law that authorizes or requires a new use or new purpose.
- If you ask for the data, we must give it to you.
- Law enforcement agencies have use of transponder readers that will identify only whether the transponder in a particular vehicle is valid.

We cannot release the data you provide to anyone else, or for a purpose not listed above, unless you give us permission by completing a consent form provided by Mn/DOT.