

# YCATPASS SALES PASS OUTLET AGREEMENT

This Sales Pass Outlet Agreement between the YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, hereafter “YCIPTA”

and \_\_\_\_\_ (Business or Outlet Name), hereafter “OUTLET”, is made and entered into as of \_\_\_\_\_, 20\_\_\_\_. YCIPTA and OUTLET do mutually agree as follows:

1. **Terms and Conditions**

OUTLET agrees to abide by all terms and conditions pertaining to Sales Outlets which sell YCIPTA transit fare merchandise as set forth in the YCIPTA Sales Outlet Program Guidelines (hereafter “Exhibit A”), which is attached hereto and incorporated herein by this reference. YCIPTA may amend the Exhibit A from time to time and OUTLET agrees to comply with any new or modified terms and conditions if YCIPTA sends or delivers a copy of the revised Exhibit A to OUTLET. After OUTLET accepts YCIPTA transit fare merchandise, it is the sole responsibility of OUTLET to sell or return unsold merchandise to YCIPTA. YCIPTA is not responsible for lost or stolen transit fare merchandise after acceptance by OUTLET. It will be the responsibility of the OUTLET to pay for any lost or stolen transit fare merchandise.

2. **Independent Contractor**

In selling YCIPTA transit fare merchandise, OUTLET shall act as an independent contractor and not as an employee of YCIPTA. In particular, YCIPTA shall not be responsible by providing workers’ compensation insurance or any other protective insurance coverage or employment benefit payable to employees of OUTLET that is based upon the relationship of employer and employee. OUTLET shall assume all responsibility of payment of wages to its employees and for federal and state income tax withholding. OUTLET hereby agrees to indemnify and hold YCIPTA, its officers, agents, employees, contractor, volunteers or consultants, harmless from any and all claims that may be made against YCIPTA based upon any contention by any employee of OUTLET or by any third party, including but not limited to any State or Federal agency, that an employer – employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Pass Sales Outlet Agreement or by reason of the nature and/or performance of any obligation under this Pass Sales Outlet Agreement.

3. **Termination**

Either party may terminate this Pass Sales Outlet Agreement by giving sixty (60) days advance written notice and specifying the effective date of termination. Any notice of termination shall be sent to the other party via certified or registered mail addressed as set forth below. YCIPTA, in its

sole discretion, may terminate this Pass Sales Outlet Agreement without prior notice to OUTLET for nonpayment, filing a petition in bankruptcy, or violation of any term or condition as set forth in this Pass Sales Outlet Agreement and/or Exhibit A.

4. **Commission**

YCIPTA shall provide a \_\_\_% commission for selling YCIPTA transit fare merchandise. Said commission shall be deducted from each transit fare merchandise sold. YCIPTA will invoice for transit fare merchandise sold less the commission provided.

5. **Authority**

The person signing the Sales Outlet Agreement on behalf of the OUTLET hereby certifies that it has the authority to bind the OUTLET to the terms and conditions set forth herein.

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_

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

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

**YCIPTA**

By: \_\_\_\_\_  
John Andoh, Transit Director

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

YUMA COUNTY  
INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY  
2715 EAST 14<sup>TH</sup> STREET  
YUMA, AZ 85365  
(928) 539-7076 EXT 237

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Contact Name & Phone #

\_\_\_\_\_  
Outlet Name

\_\_\_\_\_  
Outlet Address

\_\_\_\_\_  
Outlet Contact Name & Phone #

## **EXHIBIT A - SALES OUTLET PROGRAM GUIDELINES**

### **1. Becoming an YCIPTA Sales Outlet**

This Sales Outlet Agreement between the YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, hereafter “YCIPTA” and (Business or Outlet Name), hereafter “OUTLET”

Once the Outlet signs YCIPTA Sales Outlet Agreement, the Outlet will then become part of the program. The Outlet will receive passes on a consignment basis. Each month thereafter, the Outlet will receive a regular order from the YCIPTA representative. Call the YCIPTA representative to reorder YCAT fare merchandise or to change an order.

### **2. Ordering Merchandise**

After the Outlet is established to sell YCAT fare merchandise, the YCIPTA representative will deliver a set amount of passes based on the Outlet's order. If the Outlet needs to change the quantity of passes sold, call YCIPTA at (928) 539-7076, email the order form to [info@ycipta.az.gov](mailto:info@ycipta.az.gov) or fax the order form to (928) 783-0309.

As an effort to serve you better, please provide the following information to the YCIPTA representative when ordering more passes:

- Your Name
- Your Company Name
- Phone Number
- Outlet Number
- The quantity and denomination of each type of ordered fare merchandise that you wish to order.

### **3. Delivery of Transit Fare Merchandise**

The Outlet will receive YCAT merchandise prior to the 24<sup>th</sup> of each month.

All orders will be delivered by an YCIPTA representative. It is important that before accepting any order, the Outlet confirm that the transit fare merchandise received matches the invoice that accompanies the order. Please verify the following carefully:

- The correct transit fare merchandise is received
- The correct quantity is received

Once the Outlet verifies this information, please sign the log for receipt of the transit fare merchandise. Once accepted, the Outlet is responsible for

the merchandise ordered until it is either sold or returned to YCIPTA. Should the Outlet find any discrepancy, please contact YCIPTA at (928) 539-7076.

YCAT fare merchandise is given to an Outlet on consignment, which means that any unsold or unused transit fare merchandise may be returned to YCIPTA for credit towards the payment of an invoice. All merchandise being returned to YCIPTA must be received by the **due date on the invoice** to ensure that credit will be given.

The YCIPTA representative will pick up returned merchandise and payments between the 14<sup>th</sup> and 23<sup>rd</sup> of the each month. When preparing returns, please note on the Sales Worksheet the number of monthly passes and/or stickers being returned to YCIPTA.

After transit fare merchandise has been accepted, it is the sole responsibility of the Outlet to sell or return unsold merchandise to YCIPTA. If passes are lost or stolen, YCIPTA will not replace them. It will be the responsibility of the Outlet to pay for the lost or stolen transit fare merchandise.

#### 4. 31- Day Pass Prices

Basic	\$60.00
Discount*	\$30.00

#### 5. 10- Ride Passes

Basic	\$17.50
Discount*	\$ 7.50

\* *Discount Eligibility Requirements:*

Seniors (age 65 years old and older) – Show YCAT Discount Card, Senior ID card or birth certificate.

Persons with Disabilities – Show YCAT Discount Card or Medicare Card.

Student Eligibility Requirements:

Student (ages 5-18 years old) – Show student ID card or birth certificate.

#### YCAT OnCall 10-RidePasses\*

Local	\$35.00
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*YCAT OnCall is for anyone who is permanently or temporarily mobility impaired, generally defined as a person of any age who is functionally unable to use the regularly scheduled fixed route system for one or more of the following reasons:*

- *Unable to utilize a regular public transit bus. ("Unable" means that performing the function is absolutely impossible or causes*

*severe, continuing pain; it does not mean discomfort or occasional pain.*

- *Unable to walk from place of origin or destination to the nearest bus stop.*
- *Unable to utilize a regular public transit bus to reach a source of life sustaining activities.*
- *For ADA transit application: <http://www.ycipta.org/ada.html>*
- *For more information on these services find us on the web at: <http://www.ycipta.org/ycat-oncall.html>*

*\* Passengers must be certified eligible for YCAT OnCall service in order to use these passes.*

## **6. 10- DayPasses**

Basic	\$35.00
Discount*	\$17.50

**All fares are subject to change without notice.**

## **7. Sales**

After transit fare merchandise has been accepted, it is the sole responsibility of the Outlet to structure the sales hours, locations, etc. related to the sales of the transit fare merchandise.

## **8. Return Check Policy**

All returned checks will be sent to a collection agency and a \$25.00 service charge will be imposed.

## **9. Helpful Materials**

YCAT Rider's Guide's, YCAT OnCall Information Guides and other YCAT related brochures will be provided to Outlets free of charge. Occasionally, some marketing materials may also be available. Call (928) 539-7076 to place an order.

YCIPTA Customer Service Representatives are available to assist with route and schedule information. Call (928) 783-2235 or 511 or visit [www.ycat.az.gov](http://www.ycat.az.gov).