

MetroCard® Bulk Sales Agreement & Terms



Date _____

Sales Rep _____

License

Licensee is granted a non-exclusive License to distribute, at no cost, MetroCards to its employees. Licensee does not have permission to resell MetroCards.

MetroCard Purchases, Orders and Deliveries

There are no commissions to non-selling locations.

Full Net Payment. On the day the Merchant places an order for MetroCards, Merchant must have on deposit in the bank account designated in the Electronic Funding section of this Agreement an amount available for payment equal to the purchase price of such MetroCards. MTA NYCT or its authorized Agent will debit Merchant's designated bank account in an amount equal to the purchase price of such MetroCards on the day the related order is placed, or later. The Merchant's purchase price of MetroCards equals the full face value of the MetroCards ordered. Merchant hereby authorizes MTA NYCT or its authorized Agent to initiate and complete such electronic funding in accordance with the terms of the Electronic Funding section on the next page. This does not apply to qualified agencies.

If for any reason the funds are not available to pay in full the amount due when the attempt is made to debit the Merchant's bank account, the debit may be adjusted to the amount available and Merchant shall be liable for all MTA NYCT bank charges, legal fees and other costs incurred in order to collect the amount not paid, and interest (at prime +1) from the date payment is due to the date payment is actually received.

No Refunds

Risk of loss for all MetroCards delivered to Merchant passes to Merchant upon delivery to Merchant. Merchant understands that MetroCards are prevalued and must be safeguarded in the same manner that Merchant would safeguard cash. Under no circumstances will MTA NYCT or any of its affiliates have an obligation to refund any amounts to Merchant or to redeem any MetroCards delivered to Merchant. Merchant acknowledges and agrees that if MetroCards in Merchant's possession are lost, stolen, tampered with, mutilated, or destroyed, (i) Merchant is liable in full to MTA NYCT for the value of such cards, and (ii) neither MTA NYCT nor any of its affiliates has any obligation to refund any amounts relating to such cards.

Electronic Funding

MTA NYCT has entered into an agreement with an Independent Sales Organization (ISO), under which said ISO, subject to the terms and conditions of such agreement, and as the authorized agent of MTA NYCT, will facilitate the electronic funding transactions for the payment of purchases of MetroCards by Merchant. Payments to MTA NYCT for MetroCard purchases by Merchant will be through the Automated Clearing House (ACH) and normally will be electronically debited directly from the checking account in the Depository Institution (Depository) indicated below. Merchant hereby authorizes MTA NYCT and ISO to (i) access information from the checking account indicated below, (ii) initiate credit and/or debit entries by ACH transfer to such checking account, and (iii) authorize Depository to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the demand deposit account indicated below and to authorize Depository to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the checking account and is irrevocable.

Merchant's bank must be able to process or accept electronic transfers via ACH, which transfers are processed utilizing the Federal Reserve System. In addition, Merchant understands and agrees that MTA NYCT or ISO shall charge Merchant a fee for each transaction that cannot be processed, is returned or is late.

Bank Information ACH - Capable (For Credit Dept. use)

Name on account _____

Name of bank _____ Contact _____

Address of bank _____ Phone _____

Account number (DDA) _____ Routing number (ABA) _____

Signature

Company name _____

Authorized signature _____ Title _____ Date _____

Print name _____