

(Please use blue or black ink) **Grosse Ile Bridge Company**

18201 Bridge Road, Riverview, MI 48193 (734) 282-2914
Fax: (734) 362- 0926 Email: grosseillebridge@sbcglobal.net

Name _____
(Last) (First) (Middle Initial)

Address _____

City, State, Zip: _____

Phone (Day): _____ (Night): _____ **PLEASE PRINT LEGIBLY**

E-mail _____

****ALL INFORMATION MUST BE COMPLETED TO OPEN A BRIDGE PASS TAG ACCOUNT ****

VEHICLE INFORMATION: (Attach List for Additional Vehicles)

Total Number of Toll Bridge Tags for this Account: _____

Vehicle #1 Description: _____
Year Make Model Color

TOLL BRIDGE TAG NUMBER ASSIGNED: _____
(Office Use Only)

Vehicle #2 Description: _____
Year Make Model Color

TOLL BRIDGE TAG NUMBER ASSIGNED: _____
(Office Use Only)

PAYMENT INFORMTION: (MAKE CHECKS PAYABLE TO: Grosse Ile Bridge Company)

Method of Payment for Account Start Up: (Circle One) Cash Check Credit Card

Credit Card Billing Address (if different than above address): _____

City, State, Zip Code: _____

Account# _____ / _____ / _____ / _____ E X P _ _ / _ _ _ _ MC VISA DISC **PLEASE PRINT LEGIBLY**

Please automatically replenish my Account using the credit card above (Circle One): Yes No

I hereby apply for a license to use the Grosse Ile Bridge Company Toll Bridge Tag (Bridge Pass), which, subject to all applicable laws, ordinances, acts and rules of applicable governmental entities and agencies, will allow me to gain passage through the toll plaza for the Grosse Ile Bridge. I agree that I have read, understand and will be bound by the terms of this agreement as set forth on the application and on the attached pages. If I have indicated the credit card option on this application for my initial payment and/or replenishment, I will maintain a current and chargeable credit card with the company at all times and I hereby authorize the company to debit periodically the credit card indicated for the amounts necessary to satisfy my obligations under this agreement

Signature: _____ Date: _____

OFFICE USE ONLY:

Number of Tags Issued: _____

Account Number Assigned: _____

Credit Card Authorization Number: _____

Cash Received _____

Check Received: _____

Date: _____

(Please make a copy for your files)

GROSSE ILE BRIDGE COMPANY BRIDGE PASS TAG LICENSE AGREEMENT

The following, along with your application, constitute the agreement between you and the Grosse Ile Bridge Company relating to the use of the Grosse Ile Bridge Company Bridge Pass Tag(s) (the "Tag(s)"). The words "Company", "we", "us" and "our" mean the Grosse Ile Bridge Company.

I. Definitions.

- a. "Prepaid Toll" is the initial charge and subsequent charges made to your chargeable credit card to open and/or replenish your Account for the deduction of applicable tolls and fees.
- b. "Replenishment Threshold" is the minimum balance that must be maintained before a Replenishment Charge is required.
- c. "Replenishment Charge" is the amount you must pay to replenish an Account that has reached the Replenishment Threshold.
- d. "Account" is the Tag Account established with the Company by this agreement to be maintained for the purpose of deducting tolls and fees.
- e. "Toll Bridge" is the Grosse Ile toll bridge.

2. Ownership and License. All Tags, and all rights therein, are and will remain Company's property under all circumstances and will be returned to us by you if we so request and otherwise as set forth in this agreement. Subject to the terms of this agreement, the Company agrees to license the Tag(s) listed on the application to you for your access through the toll plaza for the Toll Bridge, or use in such other ways as may be agreed upon between the parties. Use of the Tag means that you agree to comply with all terms of this agreement.

3. Your Account.

- a. Your Account is a prepay account which means you must maintain sufficient funds in your Account with the Company to cover tolls and charges for the use of your Tag.
- b. You must pay us the appropriate Prepaid Toll and Deposit when you submit your Tag application. The Prepaid Toll, Account Replenishment Charges, and Replenishment Thresholds are as follows:

Personal Account:

Prepaid Toll and Account Replenishment Charge/Re-bill: \$40.00 per Tag

Replenishment Threshold: \$5.00 per Tag

Deposit*: \$25 per Tag**

Commercial Account:

	<u>1-25 Tags</u>	<u>26 or more Tags</u>
Prepaid Toll and Account Replenishment Charge/Re-bill:	\$100.00 per Tag	\$150.00 per Tag
Replenishment Threshold:	\$10.00 per Tag	\$40.00 per Tag
Deposit*: \$25 per Tag**		

* Deposits will be returned upon Company's receipt of your returned Tag(s) in good condition, absent reasonable wear and tear.

**For vehicles with windshields which do not allow the signal to penetrate to read the Tag, the Company will provide you with a license plate Tag, for which the Deposit will be \$35. A list of vehicles with such windshields is posted on Company's website and is also available at the toll plaza.

- c. If you register more than one Tag on a single account, the Prepaid Toll, Replenishment Charges/Re-bills, Replenishment Thresholds, Deposits and other charges will be increased incrementally in accordance with the rate schedule in effect at the time that the addition is made.
- d. Each time your Tag passes through an operating Toll Bridge Tag lane, we will deduct the applicable toll from your Account.

- e. It is your responsibility to maintain a balance in your Account sufficient to cover your Toll Bridge transactions and other authorized transactions. You may maintain the balance of your Account by credit card (a "Credit Card User") or cash (a "Cash User"). When passing through a Toll Bridge toll lane equipped with a traffic signal, a red light on the traffic signal indicates that your Account balance is at \$0. The Company must receive payment before your Account reaches \$0 to avoid the incurrence at toll violations.
- f. Credit Card Users. When your Account reaches the applicable Replenishment Threshold or less, we will charge the applicable Replenishment Charge/Re-bill to your credit card to increase your Account automatically. The Credit Card User is solely responsible for ensuring that the credit card is valid and accepting charges and can be automatically/electronically re-billed in the amounts required herein. If your credit card expires, or you want to change the credit card used, you must provide Company with either the new expiration date or the new credit card number.
- g. Cash Users. When your Account reaches the applicable Replenishment Threshold or less, you will be required to deposit the applicable Replenishment Charge/Re-bill with the Company. However, you may also pay the applicable Replenishment Charge/Re-bill by credit card by providing the requisite information to the Company. At that time you may also elect to become a Credit Card User. If at any time you elect to become a Credit Card User, we will refund any Prepaid Tolls in your Account, but will retain your cash Deposit(s) subject to the terms of this Agreement.
- h. You must inform the Company in writing of any changes to the information set forth on your Tag application, including, without limitation, changes of (1) address and/or telephone number; (2) vehicle information (new car, license plate, etc.); and/or (3) credit card information, if applicable. An administrative fee of \$5.00 will be deducted from your Account (or charged to your credit card, if applicable) if we must obtain any revised information through other methods due to you failure to inform us as required.
- i. Company will use reasonable efforts to maintain the confidentiality of all non-public information you provide in connection with this agreement. Company will only use and/or disclose such non-public information for the purposes of this agreement.

4. Use of Tag. You agree:

- a. ONLY TO USE EACH TAG ISSUED IN CONNECTION WITH THE OPERATION OF THAT VEHICLE AND LICENSE PLATE TO WHICH THE TAG HAS BEEN ASSIGNED.
- b. To properly affix the Tag by mounting, displaying, and using the Tag in accordance with Company guidelines to assure proper reading of the Tag. Do not mount the Tag in any location that could interfere with visibility or ability to operate your vehicle. Failure to correctly mount the Tag may hinder toll collection. If improper mounting results in the failure to register passage through a toll plaza, you may be subject to administrative fees.
- c. Not to proceed through any Toll Bridge Tag lane until you have received and mounted your Tag properly. You are responsible for any toll violations that occur prior to the opening of your Account and your receipt of the Tag.
- d. Not to proceed through any gated Toll Bridge toll lane unless the signal light located at the gated Toll Bridge lane is green. If you do not receive a green light, you must pay the applicable toll in cash in order to proceed through the Toll Bridge toll lane. If you fail to do so, or if you pass through on a red light, you may be subject to forfeiture of your Tag and/or applicable fees.
- e. That as you approach and pass through a Toll Bridge toll lane, you will obey all posted speed limits and other traffic signs.
- f. To comply with all applicable traffic laws, as well as rules of the Company
- g. That failure to abide by any of the terms and conditions of this agreement may result in the termination of this agreement. Any trips made through a Toll Bridge toll lane with a deactivated Tag or without paying the proper toll may result in an administrative fee of \$25.00 per trip. The Company reserves the right to report delinquent Accounts to an authorized credit bureau.
- 5. **Statements.** Statements showing the transactions affecting your Account for the last three calendar months are available from the Company only upon your written request. A service fee of \$5.00 will be deducted from your Account (or charged to your credit card, if applicable) for each statement requested. In addition, at your request, we will mail you a monthly statement regarding your Account transactions during the preceding month. A service fee of \$5.00 will be deducted from your Account (or charged to your credit card, if applicable) for each monthly statement provided by us.

6. **Lost or Stolen Tag.** If your Tag is lost or stolen, you must notify the Company in writing immediately so we may deactivate the Tag. Until you notify us that the Tag is lost or stolen, we may continue to deduct from your Account (and continue to charge your credit card, as applicable) any fees incurred through use of the Tag. Once you notify us that the Tag has been lost or stolen, we will deactivate the Tag and issue you a new Tag. A fee of \$25 will be deducted from your Account (or charged to your credit card, if applicable) for each lost or stolen Tag.

7. **Damaged or Defective Tag.** If the Tag is damaged or defective for reasons other than abuse or improper use, we will replace it at no charge to you. Please notify us in writing, and we will mail you a replacement Tag and a postage paid envelope for you to return the defective or damaged Tag to us. YOU ACKNOWLEDGE THAT WE HAVE NOT MADE, AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE TAG, INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. A fee of \$25 will be deducted from your Account (or charged to your credit card, if applicable) for each Tag damaged from abuse or improper use.

S. **Termination of Account.**

- a. We may terminate your Account and license to use the Tag at any time, for any or no reason.
- b. You may terminate your Account and license to use the Tag at any time by returning the Tag to us (in person or by mail), with your written request to close the Account. When an Account is closed for this reason, there is a \$10.00 non-refundable Re-open Fee to re-open the Account.
- c. In the event of termination of your Account, whether by you or by us, you must immediately return your Tag(s) to us. Upon receipt of your Tag(s), any unused Prepaid Tolls will be returned to you or credited to your credit card, as applicable, without interest, less any applicable charges or fees. Company will also return your Deposit for each Tag, provided Company may retain your Deposit for any Tag(s) not returned in good condition, less reasonable wear and tear.

9. **General Provisions.**

a. Except as otherwise provided herein, you agree and acknowledge that Company has no obligation or liability to you with respect to your use or the performance of the Tag. You agree to indemnify and hold Company harmless from and against any and all damage, loss, cost, expense or liability relating to, arising from or as a result of your use or the performance of the Tag.

b. You will be responsible for a returned check fee/or disputed Credit Card Charge fee.

c. THE COMPANY MAY CHANGE THIS AGREEMENT AT ANY TIME BY PROVIDING YOU WRITTEN NOTICE OF ANY NEW TERMS. THIS INCLUDES A CHANGE IN ANY EXISTING FEES OR THE IMPOSITION OF NEW FEES. IF THE TAG IS USED AFTER YOU RECEIVE NOTICE OF THE NEW TERMS, YOU WILL BE BOUND BY THE NEW TERMS. NOTICE WILL BE DEEMED TO HAVE BEEN RECEIVED 10 DAYS AFTER BEING MAILED TO YOU AT YOUR ADDRESS IN OUR RECORDS.

d. You agree to pay all costs, including attorney's fees, incurred by us to enforce the terms of this agreement.

e. If for any reason your Account is insufficient to pay any amounts payable by you to us, you will remain liable to us for such amounts.

f. This agreement binds and benefits you and the Company and its successors and assigns. You cannot assign your rights or obligations under this agreement.

g. This agreement shall be deemed to have been executed in Wayne County, Michigan, and shall be governed in all respects by the laws of the State of Michigan, without regard to its choice of laws rules.

h. The invalidity of any term or terms of this agreement shall not affect any other term of this agreement, which shall remain in full force and effect.

i. Contact information Grosse Ile Bridge Company, 18201 Bridge Road, Riverview, Michigan 48193. Phone: (734) 282-2914; Fax: (734) 362-0926; [Email: info@grosseilebridge.com](mailto:info@grosseilebridge.com).