



MnPASS Agreement

Welcome to the MnPASS Express Lanes!

Please read this Agreement carefully

Please address all questions and notices to:
MnPASS Customer Service Center
2055 Lilac Drive N
Golden Valley, MN 55422
Phone/Fax: 1-866-397-4334
E-mail: customerservice@mnpass.net
www.mnpass.org

1. General.

By opening and maintaining a MnPASS account you agree to the terms of this agreement. This Agreement ("Agreement") with Minnesota Department of Transportation ("MnDOT," "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 Tag ("Tag"). This Agreement confers only a license. All other rights remain the property of MnDOT. You Agree:

- a. To pay fees and other charges charged to your MnPASS account ("Account").
- b. To select a MnPASS Tag for your account. You are provided a choice of three MnPASS Tags: a MnPASS Sticker Tag, a MnPASS Switchable Tag or a MnPASS License Plate Tag. All terms of this agreement apply to all Tags unless specifically listed.
- c. To safeguard and use your MnPASS Tag in accordance with instructions provided in your MnPASS Tag package and other materials.
- d. To obey all applicable laws and regulations.
- e. 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 emailed or mailed are final.
- f. To promptly notify us of any changes in your name, address, phone number, email address, vehicles/license plates used, and credit or debit card number and expiration date.
- g. To maintain a current credit or debit card on your MnPASS account
- h. To have your MnPASS Tag properly attached to your vehicle according to the instructions you received with your Tag and visible to the Minnesota State Patrol or other law enforcement officials at all times while on the MnPASS Lanes.
- i. That the Minnesota State Patrol may provide reports of incidents on the MnPASS lanes to MnDOT.

2. Payments, Minimum Balances, Fees and Charges.

- a. There are no monthly membership or lease fees.
- b. You authorize us to charge you an initial \$25 to establish your account balance plus the cost of a MnPASS Tag if applicable. The initial \$25 is used to pay toll fees when you drive in the MnPASS Express Lanes during peak-drive times. The MnPASS Sticker Tags are free but new accounts require an initial \$25 to establish an account balance. For each **additional** Tag requested, you will be charged \$25 to supplement your account balance, plus the cost of the MnPASS Tag, if applicable.
- c. You authorize us to automatically replenish your Account by charging \$40 to your credit or debit card on file each time your Account balance falls below \$15. These recurring charges will continue until you notify us in writing or via email that you wish to terminate this Agreement.
- d. You acknowledge that it is your responsibility to maintain your Account balance at or above the required minimum balance in your Account. You agree that we may deactivate your MnPASS Tag and/or close your Account and that any further use of the MnPASS Lanes or other use of your MnPASS Tag after such deactivation or Account closure will be treated as violation of terms of this agreement subject to all applicable fees and fines as established by MnDOT and/or the State of Minnesota.
- e. You acknowledge if your MnPASS Tag is deactivated or if your Account is suspended or closed for lack of payment, or violation of MnPASS Lanes' rules that fees may be charged. If your account balance is negative you will receive a notice that a \$50 deactivation fee will be charged to your account 30 days after the account balance became negative. The \$50 fee will not be charged if the balance is paid within the 30 day time period.
- f. You acknowledge that if you do not comply with one or more of your responsibilities under this Agreement, MnDOT will incur additional costs to secure your compliance with the terms of this agreement. You agree to reimburse MnDOT for all of its costs incurred in securing your compliance of enforcing your obligations under this Agreement, including fees and administrative charges for such matters as notifying you of fee violations or MnPASS Tag failures. Such charges will be assessed in addition to statutory penalties for fee violations.
- g. You agree to pay \$2 for each statement requested to be provided to you by delivery through U.S. Mail.

3. MnPASS Tags.

- a. You acknowledge that your MnPASS Tag must be properly attached to the vehicle windshield or license plate and be in good working order. If a MnPASS Tag fails to operate for reasons other than abuse or improper use, within the MnPASS Tag warranty period, you must contact the MnPASS Customer Service Center and the Tag will be replaced for free.
- b. If a switchable or license plate Tag is lost, stolen, or fails to operate due to abuse or improper use, we will provide a replacement for \$15. There is not a fee to replace a MnPASS Sticker Tag
- c. Please notify the MnPASS Customer Service Center immediately if your MnPASS Tag 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 Tag that occurs after such notification.
- d. MnPASS Switchable or License Plate Tags that need to be replaced after the five year warranty period has expired are subject to a \$15 Tag replacement fee.
- e. MnPASS Tags must be returned to the MnPASS Customer Service Center after being replaced by another Tag or when you elect to terminate your account. Tags not returned will remain active on your account and you are responsible for paying the tolls associated with the Tag. Once a Tag is returned, it will be deactivated and removed from your account.

4. HOV Bypass Ramps

A MnPASS tag DOES NOT allow solo motorists to use the High Occupancy Vehicle bypass ramps. High Occupancy Vehicle (HOV) bypass ramps/lanes are restricted to carpools (two or more occupants in a vehicle), buses and motorcycles. Solo motorists who are caught using an HOV ramp are subject to a citation. The HOV bypass ramps are typically at locations that serve Park and Ride lots or transit routes entering from local roads.

5. Termination.

Either party may terminate this Agreement at any time by giving written notice to the other party. In addition to a written notice, customers must also return any Tags listed on their account before the account is closed. All Tags will remain active on the account and you will be responsible for paying all tolls, citations and fines associated with the Tag until the Tag is returned to the MnPASS Customer Service Center. Once a Tag is returned, it will be deactivated and you are not responsible for future use of the Tag. If we request or if you elect to terminate this Agreement, we'll refund (without interest) your Account balance less any amounts you owe us. Any portion of an account balance that remains from a promotional credit or debit will not be refunded. Credit or debit card customer refunds will be processed as a credit toward the credit or debit card on file approximately thirty-five (35) days from termination of this agreement. If your Account balance isn't sufficient to pay all amounts you owe us, you will remain liable for such amounts, and may become liable for attorney's 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 via email or the U.S. Mail to the address listed on your Account. All such changes will be effective and binding on you unless you close your Account prior to the effective date of the change(s). Fee schedules are subject to change without notice. By using the MnPASS lane you agree to pay fees posted on the variable message sign where you enter the MnPASS lane.

7. Limited Warranty.

If you are dissatisfied with any service provided by MnDOT, simply terminate your agreement by providing a written notice or contacting a MnPASS Customer Service representative. Any remaining balance in your Account (less any amount you owe us) and any remaining deposits will be refunded to you. Any portion of an account balance that remains from a promotional credit will not be refunded.

8. Release and Indemnity.

- a. 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 MnPASS Tag (including without limitation, any implied or express warranty of merchantability or fitness for particular purpose), other than the limited warranty described in Section 6.
- b. Neither MnDOT nor its agents shall have any obligation or liability to you with respect to your use of the MnPASS Lanes or any MnPASS Tag, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from MnDOT and its agents shall be the limited warranty described in Section 6.
- c. You further agree to indemnify, protect and hold harmless MnDOT 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 Tag.

9. Governing Law.

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

10. Data Privacy Notice/Tennessee Warning.

MnDOT is asking you to provide the data on this application form in order to process your request for a MnPASS Tag. You are not legally required to provide any of the requested data and you may refuse to do so. The only consequence of not supplying the data is that MnDOT will not be able to process your application.

MnDOT and/or its contractor will use the data to set up a financial account, whereby the transaction using a MnPASS Tag will automatically record a specific MnPASS Tag usage and effect a financial transaction or payment to an account with the State of Minnesota.

MnDOT or its contractor may use the data you provide for: enforcement of invalid accounts; market research or customer service purposes related to this program; preparing summary financial reports and analyses that do not identify any individual MnPASS customers; conducting traffic research and customer analyses; and evaluating the MnPASS system. You agree to receive automated or live telephone calls from MnDOT or its contractor for customer service purposes including, but not limited to, declined credit or debit card transactions, pending credit or debit card expirations, potential or actual account deactivations at the telephone number(s) provided in your account. Neither MnDOT nor its contractor will market the data you provide.



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The data you provide may also be released as follows:

- a. To MnDOT employees or contractors whose work reasonably requires access to the data.
- b. To the Minnesota State Highway Patrol.
- c. To the Minnesota Attorney General's Office.
- d. To the Minnesota Legislative Auditor's Office.
- e. To law enforcement agencies and prosecutorial authorities.
- f. Pursuant to court order.
- g. To any person or entity you authorize to receive the data.
- h. To any other person or entity authorized by state or federal law.

In addition, law enforcement agencies may use electronic MnPASS Tag reading devices to identify if a MnPASS Tag is working properly, when it was last read by a toll reader, if it's connected to a current MnPASS customer account, and if the account is active and in good standing.

By opening a MnPASS account and using the MnPASS lane, you acknowledge and agree that you have read and understand the contents of this Data Privacy Notice/Tennessee Warning.