

# Welcome to I-15 FasTrak®

Please read this Application and License Agreement carefully. By signing on the reverse side, or by using your I-15 FasTrak® transponder, you agree to the following terms:

## 1. General

This Application and License Agreement ("Agreement") with the San Diego Association of Governments ("SANDAG," "we," "our," or "us"), together with any supplements, allows the person named and his or her agents ("you" or "your") to use the I-15 Express Lanes with an I-15 FasTrak® Transponder ("Transponder"). Your submission of an Application constitutes your acknowledgement and consent to this Agreement. This Agreement confers only a license; the Transponder is the property of SANDAG.

### You agree:

- To pay all tolls, penalties, and fees charged to your I-15 Account ("Account").
- To refrain from using your Transponder to access any FasTrak® Toll Facility which is in an "HOV Only" status. When this message is displayed on a variable toll messaging sign, only high-occupancy vehicles, such as vehicles with two or more persons, vehicles with valid Clean Air Vehicle Stickers, buses and motorcycles, can use the I-15 Express Lanes.
- To safeguard, mount, and use your Transponder(s) in accordance with the instructions provided in your I-15 Express Lanes Account package or any updated instructions and in accordance with all applicable laws
- To obey all applicable laws, regulations, and customer Account policies.
- To promptly notify our I-15 Express Lanes Customer Service Center of any changes in your name, address, phone number, vehicles, license plates used, e-mail addresses, and, if applicable, credit card number with expiration date and replenishment bank information.
- To promptly review your monthly or quarterly statement, whether online or mailed to you, and notify the I-15 Express Lanes Customer Service Center if you have questions regarding any charges. Charges not questioned within 30 days of issuance of the monthly or quarterly statement will be deemed valid.
- That we or our agent(s) may share with the California Highway Patrol, Department of Motor Vehicles, Caltrans, the Federal Highway Administration, and any Toll Facility operator any information you provide to us or our agent(s).
- To be held responsible to SANDAG for any penalties, fees, and toll charges that may arise from use of your assigned Transponder(s) on any other interoperable California FasTrak® toll road or toll bridge ("Toll Facility").
- Upon notice from SANDAG or the I-15 Express Lanes Customer Service Center, to remove and return your Transponder(s) and replace it with any other Transponder(s) SANDAG or the I-15 Express Lanes Customer Service Center may send to you.

## 2. Account Payments, Fees, and Charges

- Applicant acknowledges that it is his/her responsibility to maintain an Account balance at or above minimum balance at all times – and, that if Applicant fails to do so, Applicant agrees that Transponder will be deactivated and/or Account closed and further use will be treated as toll violations subject to all applicable fees and penalties as set by Vehicle Code.
- You authorize us to charge the applicable prepaid Account balance to your credit card or bank account. You authorize us to replenish your Account by charging \$40 per Transponder (or a higher amount you authorize) to your credit card or bank account each time your Account balance reaches or falls below \$10.
- If you selected auto-replenishment, you authorize us to replenish your Account with the selected amount, or the equivalent of one-month's usage over a six-month period (**whichever is greater**) to your credit card or bank account each time your Account falls below \$10.
- You agree that we may charge a fee for leasing you the transponder(s) and for maintaining your Account should you not incur a specified level of toll usage each month.
- You agree that we may send your Account to a Collections Agency and charge a fee for Account suspension and/or collections, and you agree to pay a negative balance fee each time your Account balance falls below \$0.
- You agree that we may charge a fee for each credit card or bank account transaction refused by your bank, financial institution, or credit card issuer.
- You acknowledge that if your Transponder is deactivated or your Account closed for lack of payment, failure to return your transponder within 30 days if requested by SANDAG pursuant to Section 5, or for violation of Express Lanes' rules, an Account deactivation and/or collections fee may be charged to your Account.
- You agree that we may charge a fee for image-based transactions derived from license plates. Failure to maintain the required Account balance or to properly maintain your Account will result in toll transactions being processed as violations that are subject to additional fees, fines, and penalties as provided by law.
- You agree that we may charge a fee for each printed statement provided to you at your request.
- You agree that I-15 Express Lanes toll rates are set dynamically based on actual traffic conditions and rates are subject to change without notice.
- Our current fee amounts are available at the I-15 Express Lanes Customer Service Center and our Web site [www.511sd.com/fastrak](http://www.511sd.com/fastrak). The fees are subject to change pursuant to Section 6.

## 3. Interoperability - FasTrak® System

Your Transponder(s) may be used to pay tolls on any Toll Facility bearing the FasTrak® logo so long as the facility is not in an "HOV Only" status. It is not necessary to obtain a separate Transponder to pay electronically for FasTrak® transactions on separate FasTrak® Toll Facilities. If you use your transponder on any FasTrak® Toll Facility, a record of your transaction will be recorded. Such tolls will be charged in accordance with the rules, regulations, and procedures of such other Toll Facilities. You further agree that we may share with the operator of the Toll Facility any information contained in this Agreement for purposes of processing and collection of tolls, violations, and other charges.

## 4. Transponders

You agree to pay a refundable security deposit of \$40 for each Transponder licensed to you, which we or the I-15 Express Lanes Customer Service Center will return without interest if you return the Transponder(s) in good working condition within 30 days of closing or deactivating your Account and the Account has not been sent to collections. In lieu of such deposit, you authorize us to charge your credit card for the amount of the Transponder deposit(s) should you fail to return the Transponder(s) in good working condition within 30 days of closing or deactivating your Account.

- If your Transponder(s) fails to operate for reasons other than abuse or improper use and is returned to the I-15 Express Lanes Customer Service Center, we will replace the Transponder(s) at no extra charge.
- If your Transponder(s) is lost or stolen and you immediately call the I-15 Express Lanes Customer Service Center by telephone at (888) 889-1515, you will not be liable for any unauthorized use of your Transponder(s) occurring after such notification. However, you will be charged \$40 for each lost or stolen Transponder.

## 5. Termination

Either party may terminate this Agreement at any time by giving written notice to the other party. The Agreement shall also be deemed to be terminated in the event that your Transponder is deactivated or your Account closed for lack of payment. In the event that this Agreement is terminated, you shall return any and all Transponder(s) registered to your Account to the I-15 Express Lanes Customer Service Center in person or by Certified Mail within 30 days. You are responsible for ensuring all Transponder(s) are returned to the I-15 Express Lanes Customer Service Center. Therefore, we recommend that you insure the return package. Upon termination and return of your Transponder(s) within 30 days of closing or deactivating your Account, your Account balance and Transponder deposit(s) (if paid in advance) will be refunded to you, less any amounts owed to us, within 30 days. Following termination, you shall remain responsible for payment of all charges you owe under this Agreement. If your Account balance is insufficient to cover charges you owe under this Agreement, you shall remain liable for such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties in accordance with applicable law.

## 6. Changes

We reserve the right to change the terms of this Agreement and our policies, toll rates, fees, deposits, and minimum Account balances at any time by providing written notice to you. You will be deemed to have received such notice 10 days after its deposit in the U.S. Mail.

## 7. Release and Indemnity

- You acknowledge that we have not made, and we expressly disclaim, any representation of warranty, expressed or implied, relating to your Transponder(s), the I-15 Express Lanes, the FasTrak® system, or other materials (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose) whatsoever as they relate to your Account, use of your Transponder(s), the I-15 Express Lanes, or the FasTrak® system.
- You hereby release SANDAG and its agent(s) from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Transponder(s), the I-15 Express Lanes or the FasTrak® system. Neither SANDAG nor its agent(s) will have any obligation or liability with respect to the use or performance of the Transponder(s), the I-15 Express Lanes, or the FasTrak® system. Your sole and exclusive remedy from SANDAG and its agent(s) will be replacement of any defective Transponder(s).
- You agree to indemnify, protect, hold harmless, and defend SANDAG and its agent(s) 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 the use or performance of the Transponder(s), the I-15 Express Lanes, or the FasTrak® system.

## 8. Governing Law

This Agreement is governed by the laws of the State of California.

## 9. Violations

Failure to comply with any portion of this Agreement may result in your transactions being processed as violations under Section 4770 et seq. and Section 40250 et seq. of the California Vehicle Code and any other applicable law. If violations occur, you will be subject to all fees, fines, and penalties as provided by law or by this Agreement. SANDAG and its agent(s) will debit your Account for all fees and penalties.

## 10. Communications

Please address all questions and written notices to:  
9903 Businesspark Avenue, Suite 103  
San Diego, CA 92131  
Telephone: Call 511 and say "FasTrak®" (Within San Diego County)  
Telephone: (888) 889-1515 (Outside San Diego County)  
FAX: (888) 271-1515