

**PENINSULA CORRIDOR JOINT POWERS BOARD
2026 CALTRAIN GOPASS PROGRAM AGREEMENT – CLIPPER TIERED**

Participant Name: _____

Address: _____

Legal Notice Address (*if different from above*): _____

Contact Person: _____

Email: _____

Phone: _____

Alternate Phone: _____

Business Type: _____

Total # of GoPasses: _____

Initial Price per GoPass: \$ _____

Initial Pro-rated Price per GoPass (If applicable): \$ _____

Total Payment: \$ _____

“GoPass Users” for the purpose of this document are considered to be employees, residents and students.

Agreement Term¹: The term of this agreement commences Month Day, Year and ends Month Day, Year . The agreement shall renew automatically on January 1 of each calendar year or August 1 of each academic year unless terminated prior to that date pursuant to Section 16.

Participant agrees to the attached terms and conditions.

XXX ²

By: _____

Print Name: _____

Title: _____

PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____

Print Name: Li Zhang

Title: Chief of Commercial & Business Development

SAMPLE

¹ The term may be on a calendar-year basis (January 1, 2025⁶ – December 31, 2026) or Academic-year basis (August 1, 2025 – July 31, 2026).

² Signatory must be an authorized representative of the corporation or LLC.

TERMS AND CONDITIONS

This GoPass Agreement ("Agreement") is made between the Peninsula Corridor Joint Powers Board, a public agency ("JPB"), and the GoPass Participant ("Participant") identified on page 1 of this Agreement.

1. INITIAL PAYMENT & ANNUAL BILLING:

Full payment for all GoPasses shall be due to JPB prior to JPB allowing the Participant to load the GoPass onto a User's Clipper Card for each year of participation. The total cost of participating in the GoPass program is shown on page 1 of this Agreement.

Calendar-Year Basis

For automatic renewing agreements on the calendar year, JPB will contact Participant with any updated pricing, if applicable, by September 30. JPB will bill based on the GoPass initial purchase. If the number of Go Pass User surveys taken through August 31 is more than the initial billing, JPB will adjust the program price for the following agreement term. JPB will bill Participant for the new agreement term within eight business days after confirming the new agreement term pricing with the Participant.

For Participants in their first calendar year term, starting September 1, JPB will review GoPass Users surveys taken by month through August 31 to determine if Participant exceeded its initial purchase of GoPasses as shown on page of 1 of this Agreement. JPB will bill Participant for the year at the pro-rated initial tiered rate for any surveys taken exceeding the initial purchase. For Participants remaining in the program past the first calendar year term, JPB will review GoPass User surveys taken by month from September 1 – December 31 from the prior year in addition to January 1 – August 31 of the current year.

Academic-Year Basis

For automatic renewing agreements on the academic year, JPB will contact Participant with any updated pricing, if applicable, by April 30. JPB will bill based on the GoPass initial purchase. If the number of Go Pass User surveys taken through March 31 is more than the initial billing, JPB will adjust the program price for the following agreement term. JPB will bill Participant for the new agreement term within eight business days after confirming the new agreement term pricing with the Participant.

For Participants in their first academic year term, starting April 1, JPB will review GoPass Users surveys taken by month through March 31 to determine if Participant exceeded its initial purchase of GoPasses as shown on page of 1 of this Agreement. JPB will bill Participant for the year at the pro-rated initial tiered rate for any surveys taken exceeding the initial purchase. For Participants remaining in the program past the first calendar year term, JPB will review GoPass User surveys taken by month from April 1 – July 31 from the prior year in addition to August 1 – March 31 of the current year.

Other

Participant must submit payment for any invoices within 30 days of the date shown on the invoice. Payments after 60 days will be charged a late fee of \$5 per day. Accepted payment methods include ACH, EFT and Participant checks. Personal GoPass User checks are not accepted. The return of a check (electronic or paper) issued to JPB will result in a \$25 returned check fee being placed on the account of the Participant.

The GoPass Participant may share the cost of participation in the GoPass program with its Users, but the cost to a particular User cannot be higher than the "Initial Price per GoPass or Initial Pro-rated Price per GoPass" amount paid at the effective start date of the program as shown on page 1 of this Agreement. For automatic renewals, the cost of participation cannot exceed the "Initial Price per GoPass" for the new program year.

2. **CLIPPER CARD FEE:** A Clipper Card fee of \$3 may apply to each Adult Clipper Card ordered. This fee is for the cost of an Adult Clipper Card, as determined and assessed by the Clipper Program. If a GoPass user already has an Adult Clipper Card, it may be used for the GoPass and the Clipper Card fee will not be assessed. Participant may place bulk orders for Adult Clipper Cards directly through Clipper's Customer Service.

- 3. PROGRAM SERVICE AND FARE VALIDATION:** JPB operates the "Caltrain" rail service between San Francisco and Gilroy, California, and Participant desires to provide a transit benefit for use on Caltrain to all of the GoPass Users as defined on Page 1, in the form of a pass that is loaded to an Adult Clipper Card ("GoPass"). GoPass Users are subject to all of the JPB's fare inspection regulations. Failure to comply with the terms in this Agreement may result in termination pursuant to Section 17.

In order to facilitate the Caltrain GoPass on Clipper Program ("Program"), Participant will work with Clipper and JPB to coordinate GoPass deactivations and activations through Clipper's online portal. When the User's Clipper Card serial number is entered into the portal, the User must tap the Clipper validator on the Caltrain station platform to load the GoPass to their card within 180 days. GoPass Users must tap on and off on the Clipper validator on the station platform before and after boarding on each ride to validate the fare and JPB shall accept the GoPass as valid fare for travel on the Caltrain system. JPB recommends all GoPass on Clipper Users register their Clipper Card at www.clippercard.com to protect the Clipper Card account in the event the card becomes lost, stolen or damaged.

- 4. ELIGIBLE PARTICIPANTS:** Only individual Participants are eligible to participate in the Program. Participants with multiple locations, branches, or campuses are eligible to participate in the Program and must enroll in the Program under a single GoPass Agreement and designate a single contact and administrator. GoPasses may not be provided or resold to individuals outside the Participant Site(s). Violation of this may result in termination of this Agreement pursuant to Section 17 of this Agreement and loss of Participant's eligibility for future participation in the program.
- 5. GOPASS IDENTIFICATION:** Participant will be responsible for adding and blocking the GoPasses through the Clipper program and its online portal. A sample GoPass Log and online portal instructions will be provided. Participant may decide when to submit the Clipper Card serial numbers to load the GoPass through the online portal, but when blocking a GoPass, it must be done within three business days of learning of the information requiring a block to be placed. The GoPass will be available within five business days after being entered into the portal once the Clipper card is tapped against the Clipper validator. If the GoPass is not tapped within 180 days, the action to load the GoPass will expire and it will have to be re-entered by Participant into the portal. Unused GoPasses on Clipper will automatically be donated to the Caltrain Pass Forward Program pursuant to Section 16.
- 6. ELIGIBLE GOPASS USER VERIFICATION:** During initial sign-up, Participant will be required to meet with JPB to finalize the business tier and purchase of GoPasses. Once established, JPB will obtain the following information from the Participant to draft the agreement and invoice: Name as it should be written on cover page of GoPass agreement; main contact person first and last name, phone and email address; main contact Participant site address and Legal Notice address if different than Participant site address ("Participant Contact Information"). Any changes to the Participant Contact Information will be communicated to JPB as needed throughout the program term(s).
- 7. PROGRAM RECORDKEEPING:** Participant will create and maintain a file of documents to be available for review upon JPB request ("GoPass File"). The GoPass File must include a log ("GoPass Log") of its Users who currently hold GoPasses. The GoPass Log shall include the Participant name, GoPass User's first and last name, unique serial number for the individual Clipper Card each GoPass User holds, GoPass status (i.e. active, lost, damaged or stolen), date the GoPass is added in the portal, and date of separated GoPass User being blocked in portal, if applicable, Clipper File ID, and any other pertinent information.
- 8. SURVEY AND ACKNOWLEDGEMENT:** Prior to uploading the GoPass to the GoPass User's Clipper Card, Participant shall require each GoPass User receiving a GoPass, for the first time during the program year, to complete an online questionnaire ("Survey"). GoPass Users receiving a replacement GoPass should not complete an additional Survey. Once the Survey is complete, Participant administrator will receive an e-mail confirmation from the GoPass User via the JPB. As part of completing the Survey, the GoPass User will be required to acknowledge that he or she understands and agrees to the proper use of the GoPass. The Surveys may be used to analyze the success of the Program and develop ridership projections for the Program. However, the Surveys are subject to disclosure under requests made pursuant to the California Public Records Act. Prior to disclosing Surveys, any identifying information concerning the Participant and/or the GoPass User shall be redacted.
- 9. CALIFORNIA PUBLIC RECORDS ACT:** The California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any communications between the JPB and Participants, including names of Participants in the GoPass Program, is subject to the California Public Records Act and shall be publicly available upon request. **The JPB will not release the names of individual GoPass Users unless legally compelled to do so.**

- 10. PROGRAM ANALYSIS AND AUDIT:** JPB reserves the right to audit Participant's GoPass Program at any point during the Program year with 5 working days' notice. The purpose of the audit is to ensure that appropriate tracking procedures are in place. Within 10 working days of receipt of any audit report from the JPB, Participant must, in conjunction with JPB staff, develop a mutually agreeable action plan to satisfy any audit findings. If no mutually agreeable plan can be developed, JPB may terminate the Program upon 15-days' notice pursuant to the terms of Section 17, Termination.
- 11. PARKING PERMITS:** GoPass Users are eligible to purchase monthly parking permits for Caltrain lots and may be purchased through any Caltrain station ticket machine by entering their Clipper Card number.
- 12. LOST AND STOLEN GOPASSES:**
If the Clipper Card is registered and/or has cash value or another product, in addition to the GoPass, the GoPass User must call the Clipper Customer Service Bureau to block the card and report the card as lost or stolen to GoPass Participant. Participant shall update its GoPass Log to indicate the GoPass as lost or stolen and confirm that it has requested a block to be applied to the GoPass through the online Clipper portal.
- Once the GoPass User receives a new Clipper Card, and would like a replacement GoPass, the new card serial number must be provided to Participant and Participant must load the GoPass through the online Clipper portal.
- 13. SEPARATED USERS:**
For separated users, Participant shall update its GoPass Log to indicate the GoPass User status as separated, include the date of separation, and confirm that it has requested a block to be applied to the GoPass through the online Clipper portal within three business days after GoPass User date of separation.
- 14. FOR MISSING GOPASSES:** Participant shall be responsible for safeguarding the pre-loaded Clipper Cards with GoPasses prior to issuing them to Users. Participant shall be liable for any loss of pre-loaded Clipper Cards with GoPasses.
- 15. FOR MISUSED OR CONFISCATED GOPASSES:** If GoPass User had its GoPass confiscated during fare enforcement and would like a replacement, Participant should notify and work with JPB to determine if the GoPass was misused and if the GoPass User is eligible to receive a replacement.
- 16. CALTRAIN PASS FORWARD PROGRAM:** All unused and non-distributed GoPasses will be donated to the Pass Forward Program (formerly known as the Caltrain GoPass Donation Program) at each program term end date. This excludes all used, lost, damaged, stolen, or replacement passes. Participants may opt out of the donation by notifying JPB via electronic or written correspondence up to one month prior to the program term end date as shown the signature page of this agreement. JPB will provide a letter acknowledging the value of the donated passes that may be used for tax purposes, unless Participant opts out. Please visit <https://www.caltrain.com/passforward> for more information on the program.
- 17. TERMINATION:** Either party may terminate this Agreement by giving the other party written notice at least 30 days prior to the desired termination date, which shall be the last day of a calendar month. If either party terminates the Agreement pursuant to this provision, JPB shall refund to Participant a pro-rata portion of Participant's total payment within 30 days after the termination date. In the event Participant fails to comply with the terms of this Agreement, JPB may terminate this Agreement with 15 days' notice. Non-compliance by Participant may make Participant ineligible to participate in the GoPass program in subsequent years, as determined by the JPB in its sole discretion. This Agreement shall automatically terminate if Participant discontinues its business at the Participating Site(s) and it will be up to Participant to notify its GoPass Users that the GoPass will no longer be valid. JPB has the right, in its sole discretion, to block GoPasses on GoPass Users' cards in accordance with Section 18.
- 18. MISUSE OF GOPASS:** The GoPass constitutes a pass that is valid only so long as it is used in full conformance with the terms set forth herein.

GoPass Participant – JPB agrees not to pursue any claims or demands against Participant for a GoPass User's unauthorized use of the GoPass, unless the unauthorized use is the result of Participant's failure to follow the issuance procedures in Section 5, gross negligence, or willful misconduct. The transfer of the GoPass constitutes fare evasion, which is a violation of California Penal Code section 640. At the time of GoPass issuance, Participant shall (1) notify its Users that GoPasses are non-transferrable and that transferring a GoPass constitutes fare evasion under the law, and (2) shall remind Users of their agreement to the terms of usage provided in the Survey.

GoPass User – All GoPass Users shall be subject to JPB's fare inspection regulations. JPB may confiscate and/or destroy the Clipper Card and pursue claims or demands against, or seek prosecution of, anyone who duplicates, alters, transfers, sells, or commits unauthorized use of the GoPass. Unauthorized use of the GoPass includes, but is not limited to, allowing a non-eligible person to use a GoPass.

JPB may cancel any individual GoPass if it has reason to believe that the GoPass was issued and/or used in a manner that fails to comply with the requirements herein. JPB will notify Participant if it has any such concerns and, after appropriate investigation, revoke those passes in question (and block GoPasses on GoPass Users' Clipper cards). Participant agrees to cooperate with JPB in such an investigation, including assisting the JPB in determining the identity of the GoPass User(s) who are alleged to have misused the GoPass. Participant waives all remedies and rights to refunds for any GoPasses revoked for misuse. JPB will incur no liability resulting from blocked or confiscated GoPasses due to misuse or GoPasses from a GoPass User whose Participant's Agreement has been terminated.

- 19. PROTECTION OF PRIVACY:** The JPB contracts with a third-party online survey platform, Qualtrics, to facilitate Participant registration and agreement to the user terms and conditions of the Program, facilitate administration of the Program by the participating company, and collect Caltrain usage information. Participants are directed to review provider's website and privacy policy for additional information regarding its data privacy and security provisions at <https://www.qualtrics.com/privacy-statement> and <https://www.qualtrics.com/security-statement>. JPB acknowledges that it may review data stored on the third-party online survey platform that contains personally identifiable information ("PII") or confidential information about the Participant or the GoPass User ("Information") to administer the GoPass Program. JPB may export a list of GoPass Usernames and email addresses to its servers for two purposes: responding to requests from a Participant's GoPass administrator to verify who from their organization has completed a GoPass Survey; identifying and deleting duplicate responses from GoPass users, ensuring data integrity. Once the data has been processed the JPB will delete this PII data from its servers. Other than these uses, the JPB does not store any PII collected through the GoPass Program. Except as required to administer the GoPass Program in accordance with this Agreement or as otherwise required by law, JPB agrees not to use or to disclose to third parties the Information. Notwithstanding the foregoing, JPB may use and disclose to third parties' information in an aggregate format that does not personally identify a GoPass User. JPB and its third-party service providers will delete all Participant and GoPass User PII within 30 days after the close of Survey but will retain the name and email address of users who opt in to receive marketing or market research related communications from the JPB.

GoPasses that are furnished on Clipper® electronic fare cards are subject to MTC's privacy policy, which can be found at <https://www.clippercard.com/ClipperWeb/privacy.do>.

- 20. ENTIRE AGREEMENT:** This contract contains the entire Agreement between the parties hereto for the term specified on Page 1 of this Agreement and cannot be changed or altered except by written agreement signed by both parties hereto. Neither party shall be bound by any oral agreement or other understandings contrary to or in addition to the terms and conditions as stated herein.
- 21. SUCCESSORS AND ASSIGNS:** The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Participant and JPB and, except as otherwise provided herein, their personal representatives and successors and assigns.
- 22. NO THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries to this Agreement.
- 23. NO JOINT VENTURE:** It is expressly agreed that Participant is not, in any way or for any purpose, a partner of the JPB in the conduct of JPB's business or a member of a joint enterprise with JPB, and does not assume any responsibility for JPB's conduct or performance of this Agreement. It is expressly agreed that JPB is not, in any way or for any purpose, a partner of the Participant in the conduct of Participant's business or a member of a joint enterprise with Participant, and does not assume any responsibility for Participant's conduct or performance of this Agreement.
- 24. ATTORNEYS' FEES:** In the event that either JPB or Participant fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.
- 25. GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California.

26. NOTICES: All notices, requests, communications and legal notices to be made or given to Participant under this Agreement shall be addressed as shown on page 1 of this Agreement. All notices, including legal notices, communications and requests to be made or given to JPB shall be addressed as follows or sent electronically to b2b@caltrain.com:

Peninsula Corridor Joint Powers Board (Caltrain)
Attn: Fare Program Operations
166 N Rollins Road
Millbrae, CA 94030-3147

SAMPLE