

Chesapeake Expressway Discount Program Member Agreement

THESE terms and conditions, along with your application, which are incorporated by reference herein, constitute your DISCOUNT PROGRAM MEMBER AGREEMENT (the "Agreement"), made and entered into by and between you (the "Member") and the City of Chesapeake, which administers the Chesapeake Expressway Discount Program ("Discount Program") under the laws of the Commonwealth of Virginia. Failure to abide by the provisions herein may result in Member's termination of Discount Program membership. Nothing in this Agreement releases the Member from fines resulting from failure to abide by State or local laws or regulations.

1. In order to participate in the Discount Program the applicant must be a member in good standing (with a valid EZPass Account) of the Virginia EZPass program. It is the User's responsibility to apply for enrollment to the Discount Program
2. Subject to the terms of the Agreement, the City of Chesapeake agrees to provide all valid Discount Program members the current discounted rate per transaction (one way trip) on tolls charged on the Chesapeake Expressway.
3. If Member adds, replaces, or exchanges a transponder(s), Member must enroll the new transponder(s) in the Discount Program in order to receive discounts.
4. Member agrees to mount the transponder appropriately and use his EZPass transponder only on a vehicle with the number of axles identified on the application form. If the transponder is not mounted or used on a vehicle with a higher number of axles than listed on the application, the Member will be charged the *full non-discounted toll* for the axle count recorded.
5. The Discount Program fee schedule is as follows:

Number of Axles	Initial Six Month Fee	Subsequent Monthly Fee
2	\$ 20.00	\$ 3.33
3	\$ 30.00	\$ 5.00
4	\$ 40.00	\$ 6.66
5	\$ 50.00	\$ 8.33
6	\$ 60.00	\$ 10.00
7	\$ 70.00	\$ 11.66

6. All Discount Program membership fees are non-refundable. Member agrees to pre-pay the initial six-month fee and subsequent monthly membership fees. By signing the

Application and/or payment of the initial six-month fee, Member consents to the terms of this Agreement. Failure to pay subsequently monthly fees will result in the loss of the discount on the Chesapeake Expressway's toll rate.

7. After the initial six-month membership period has ended, the membership fees for each transponder will be processed monthly as a transaction against the Member's EZPass account. These fees will be charged on the same day of the month as the start date for that transponder in the Discount Program.
8. The Discount Program is valid only on the Chesapeake Expressway.
9. Membership fees will be charged according to the number of axles stated on the agreement for each transponder.
10. The City of Chesapeake and/or Member may terminate this agreement at any time; however, all membership fees are non-refundable. The City of Chesapeake shall not be liable for (a) any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if the City of Chesapeake knows or should have known of the possibility of such damages; or (b) claims, demands or actions against Member by any person corporation or other legal entity resulting from the use of the Discount Program, credit report inquiry and/or charging of Member's credit card.
11. The City of Chesapeake may change the terms of this Agreement at any time by providing written notice to Member. If the Discount Program transponder is used after Member received notice of the new terms of this Agreement, then Member shall be bound by the new terms. For purposes of this Agreement, Member shall be deemed to have received notice ten (10) days after the notice is deposited with the United States Postal Services, postage prepaid, addressed to Member at the last address that appears on the Discount Program's records.
12. Member agrees to pay all costs, including attorney fees, incurred by the City of Chesapeake in enforcing this Agreement.
13. If, for any reason, Member's EZPass account balance is insufficient to pay Discount Program fees, the Member will be removed from the Discount Program and re-enrollment in the program by the Member will require pre-payment of the six-month fee.
14. Member shall inform the Chesapeake Expressway staff of any changes in

the information set forth in the Discount Program application and, specifically, any change in address, telephone number, vehicle license plate number, or transponder number.

15. For the purpose of giving any and all notice(s) to the City of Chesapeake required under the provisions of this Agreement, Member shall use the following address and/or phone numbers:

Chesapeake Expressway
Discount Program
168 Toll Plaza Road
Chesapeake, VA 23322
Phone: (757) 204-0010
Fax: (757) 204-0015

16. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.