



ACCOUNT APPLICATION



Submit this form by one of the following methods, along with copies of your operating credentials.

Fax: 866.445.1215 | Mail: 101 N 1st Ave Ste. 2200, Phoenix, AZ 85003 | Email: Sales@PrePass.com

APPLICANT

Account Name:		Application Type: <input type="checkbox"/> New Account <input type="checkbox"/> Existing Account # _____	
Company Leased To or DBA Name:		USDOT Number:	CA Number:

BILLING

Billing Contact:			Phone: <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Other - - ext.		
Address:			Fax: - -		
City:	State:	ZIP:	Email:		

SHIPPING

Shipping Contact:			Phone: <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Other - - ext.		
Address:			Fax: - -		
City:	State:	ZIP:	Email:		

LICENSES & PERMITS

L&P Contact:			Phone: <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Other - - ext.		
Address:			Fax: - -		
City:	State:	ZIP:	Email:		

SERVICES

Services Applying For:					
<input type="checkbox"/> PrePass	<input type="checkbox"/> PrePass Plus	<input type="checkbox"/> Tolls Only	<input type="checkbox"/> PrePass Ag	<input type="checkbox"/> PrePass eLOGS	<input type="checkbox"/> PrePass Gates

HAZARDOUS CARGO

Hazardous Loads Hauled By Your Vehicles: (Choose All That Apply)			Hazardous Cargo Frequency: (Choose One)			
<input type="checkbox"/> Hazardous Materials	<input type="checkbox"/> Hazardous Waste	<input type="checkbox"/> Fuel Tankers	<input type="checkbox"/> None	<input type="checkbox"/> Dedicated	<input type="checkbox"/> Occasional	<input type="checkbox"/> No Hazardous Cargo

AGREEMENT

By signing below, I certify that I have read and understood the information on all pages of this application and the PrePass License Agreement, and indicate my authority and consent to bind the applicant in whose name this application is made to these terms. I attest that the included operating credentials and the information provided on all pages of this application are valid and accurate to the best of my knowledge.

Signature:	Title:	Date:
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HOW DID YOU HEAR ABOUT PREPASS?

<input type="checkbox"/> Word Of Mouth	<input type="checkbox"/> Direct Mail	<input type="checkbox"/> Internet	<input type="checkbox"/> Magazine Ad	<input type="checkbox"/> Sales Representative Name: _____
<input type="checkbox"/> Radio Ad	<input type="checkbox"/> State Trucking Assn.	<input type="checkbox"/> Trade Show	<input type="checkbox"/> E-ZPass	<input type="checkbox"/> OOIDA Member Number: _____
<input type="checkbox"/> PrePass Customer Referral Account #: _____		Customer Name: _____		
<input type="checkbox"/> Other: _____				PROMO CODE: _____

PrePass® License Agreement – Effective 6/01/13

1. PREPASS SUITE OF SERVICES: PrePass refers to the suite of services offered by HELP, Inc., including but not limited to, PrePass®, PrePass Plus, PrePass Gates, PrePass AG, and/or PrePass eLogs.
2. GENERAL: This PrePass License Agreement (this "Agreement") with Heavy Vehicle Electronic License Plate, Inc. ("HELP") authorizes approved motor carriers ("Customers") to participate in the PrePass programs offered at open weigh stations, ports-of-entry, agricultural interdiction facilities, terminal yards, parking areas and/or toll facilities. Transponders bearing the PrePass® logo are assets of HELP, loaned to customers for use according to the following Terms and Conditions and should not be enrolled in non-PrePass systems.
3. EFFECTIVE DATE: This Agreement is effective, and PrePass participation will be authorized, following receipt by HELP of all required application information and validation by HELP that Customer meets all eligibility criteria for at least one of the above listed programs. Once Customer is eligible, use of the HELP-issued transponder constitutes acceptance of this Agreement.
4. CUSTOMER AGREES:
 - a. To comply with all PrePass services eligibility criteria established by states and/or toll authorities in which Customer seeks to operate with PrePass and provide timely updates to DOT information, license plate and vehicle information as well as other pertinent information, when and if these change.
 - b. To authorize HELP to acquire and periodically reconfirm information from government agencies, leasing companies, and/or third party credential processors concerning registration, permits, licenses, inspections, taxes and any other credentials required to validate carrier eligibility for the PrePass program. Such government agencies and other entities are authorized to release without restriction or liability all such information to HELP.
 - c. To mount and use HELP-issued transponders in accordance with instructions provided by HELP and to install and use HELP transponders only on the specific vehicles designated on the PrePass application or account records.
 - d. That Customer's company, employees, mechanics, drivers and agents will protect HELP transponders, and will not allow anyone to open, x-ray, disassemble, decompile, modify, repair, reverse engineer or tamper with a HELP transponder. Customer agrees to protect the transponders in the same way you would treat expensive electronic systems that you own, using a reasonable degree of care. Transponders that are returned damaged, defaced and/or written on will be assessed a \$100.00 non-refundable fee per transponder.
 - e. If authorized by HELP to use transponders not owned by HELP (Third Party Transponders) to access the PrePass system, Customer agrees to mount and use such transponders in accordance with instructions provided by HELP and to install and use such transponders only on the specific vehicles designated on the PrePass application or account records.
 - f. To provide, as requested, proof of ownership and appropriate manufacturer serial number and transponder type for any Third Party Transponder(s) that Customer wishes to use within the PrePass system.
 - g. To use the lanes designated for PrePass users when approaching a PrePass open weigh station or port-of-entry, agricultural interdiction facility, terminal yard, parking area and/or toll facility.
 - h. To obey all applicable state laws and regulations governing eligibility for bypass at PrePass sites, including PrePass criteria regarding vehicle configuration, content and weight. The approved transponder(s) will be signaled to authorize a bypass by an audible beep and green light, approximately one mile in advance of the participating PrePass weigh station, inspection facility or port-of-entry. Absent this bypass authorization, or upon receipt of a red "pull-in" signal, Customer agrees to enter or stop at the facility and follow the agents' instructions.
 - i. To pay such service charges as established by HELP for each vehicle enrolled and toll charges as assessed by the toll agencies and any service fee associated with transponders.
 - j. To pay all invoices including PrePass fees and incurred toll charges upon receipt. Any balance outstanding over 21 days is delinquent and can result in suspension by HELP of bypass and/or toll privileges, and, to the extent permitted by applicable law, is subject to a late fee of the greater of \$10.00 or 1 percent per month and will incur the loss of any toll discounts. After two delinquencies, HELP may require customer to establish electronic means of payment to remain on the program.
 - k. To review your PrePass invoice promptly and notify the PrePass Service Center if you have any questions regarding your charges, vehicle assignment and/or transponders on the month end invoice specifically. If HELP is not notified in writing within 21 days of invoice date, all charges will be deemed to have been accepted by Customer.
 - l. To pay a \$25.00 charge for each payment your bank returns.
 - m. To pay a \$10.00 administrative fee if a refund is requested on an active account when the error was Customer-related.
 - n. To pay a \$5.00 check processing fee when physical checks are not mailed to the lockbox payment address.
 - o. To be responsible for all transponders received from HELP, whether assigned to a Customer vehicle or retained in Customer inventory. Customer agrees to return HELP transponders that are not being used, assigned to vehicles that are sold, or otherwise removed from service within thirty (30) days of a sale or removal from service. Customer maintains responsibility for all PrePass transponders until received by HELP.
 - p. That proof of delivery of returned transponders is required to avoid fees or to dispute fees associated with transponders not received by HELP. HELP will assess a \$100.00 fee per transponder for failure to return HELP transponders no longer assigned to vehicles enrolled in PrePass after 30 days in Customer inventory. HELP transponders must be returned within 90 days of being charged to be eligible for a return credit. Fusion transponders are not eligible for a return credit once charged.
 - q. To notify PrePass immediately if any transponder is lost or stolen, or if the vehicle to which it was assigned is stolen. Toll Customers must be vigilant in this notification process if a HELP transponder is lost or stolen to avoid unnecessary future toll expense. Customer is responsible for all charges until written notification is received by the PrePass Customer Service Center.
 - r. To report in a timely manner changes relevant to your PrePass account, including DOT operating authority, company name or ownership, mailing address, telephone number, vehicles enrolled in PrePass, license plate numbers, any and all change of credentials, applicable credit card numbers and expiration dates, checking account information, and other such information.
 - s. To pay the assessed charge for each transponder permanently suspended from toll operations for continual violations or otherwise permanently deactivated from toll operations.
 - t. To pay a \$20.00 HELP-assessed violation fee on each toll violation incurred due to Customer-related issues. Customer agrees to immediately send Toll Violation Notices to PrePass to avoid additional charges and fees resulting from escalated Notices and to notify PrePass of all pertinent account changes in a timely manner.
 - u. That if an account is placed with Collections, transponders are considered lost/stolen and are not eligible to be returned to PrePass for credit. Customers authorized to continue using Weigh Station services agree to pay a \$25.00 reactivation fee per transponder, lose any price discounts offered and sign up for automatic payments.
 - v. To pay a \$2.00 fee for each bill reprint or each email invoice to be resent.
 - w. To pay excise taxes, foreign shipping charges and/or extraordinary charges as a result of transponder shipments or returns.
 - x. Toll Customers not required to Bond agree to sign up for automatic payments. Missed and/or late payments may result in permanent removal from the Toll program. Toll Customers who are placed with Collections will not be eligible for Toll Service in the future.
5. HELP, INC. AGREES:
 - a. To authorize Customer vehicles to bypass participating PrePass open weigh stations and ports-of-entry, agricultural interdiction facilities, terminal yards, parking areas and/or toll facilities subject to program eligibility requirements.
 - b. To assess fees for each account based on the number of PrePass transponders assigned to vehicles or active during part of a month, and for all toll transponders, whether assigned or unassigned during the month, consistent with HELP's fee schedule.
 - c. To process payments for current invoiced amounts to customers enrolled in automatic payment programs and at any time a balance is owed.
 - d. To process all payments received for services provided.
 - e. To provide an invoice monthly, bimonthly or at other intervals depending on type of service that will list all service fees and tolls if applicable, for each PrePass vehicle enrolled, record Customer payments, and specify the outstanding balance due as of the invoice date. Service Charges are for monthly service which is billed one month in arrears and deemed valid the month the account is closed/cancelled.
 - f. To provide Customer Service 24 hours a day, 7 days a week at www.prepass.com and account information by telephone during normal business hours at 1-800-PREPASS (1-800-773-7277) Monday through Friday, 6AM to 7PM Mountain Time Zone.
 - g. To replace at no charge to the Customer, any HELP transponder that fails. Customers that have lost, stolen or damaged HELP transponders will be assessed a fee of \$100.00 per transponder and a substitute transponder may be provided at no upfront charge to the Customer, if a replacement is requested. Customers must return all HELP transponders at Customer expense to avoid the \$100.00 transponder fee regardless if transponder is in working condition.
 - h. Additional Billing and Reporting Services will be provided as agreed upon by PrePass and Customer and will be billed an hourly rate of \$75.00, with a half-hour minimum.
 - i. To report information about your account to credit bureaus. Late payments, missed payments, and/or other defaults on your account may be reflected in your credit report.
6. PROPERTY OF HELP: HELP-issued transponders are the property of HELP and Customer may use HELP transponders only for the PrePass programs, or other uses that have been authorized in writing by HELP.
7. NO BYPASS GUARANTEE: HELP does not guarantee that legally operating vehicles will always be allowed to bypass a participating facility. Five percent random pull-ins are a standard feature of PrePass (excluding toll facilities) and each site has the option to require all vehicles to pull-in for special enforcement efforts. HELP is not and cannot be responsible for the actions of any law enforcement agency.
8. CANCELLATION: Customer may cancel PrePass program participation by informing HELP in writing and returning all transponders owned by HELP. A fee in the amount of \$100.00 per transponder will be assessed for each transponder not returned within 30 days of notice to cancel program participation. HELP may suspend or cancel carrier participation in PrePass if a Customer fails to continue to meet program eligibility requirements, fulfill outstanding financial obligations to HELP, or for other business reasons. HELP will notify Customer of any suspension or termination. Upon closing account, HELP will not refund amounts less than \$25.00 unless requested by Customer, and not if the account has been placed with Collections.
9. LIMITED WARRANTY: HELP warrants that the PrePass supplied transponders are in working order and will perform substantially as described, provided that the transponders are installed and used as instructed. The PrePass supplied transponders are provided without any other warranty. There are no warranties which extend beyond the description on the face hereof. ALL OF HELP'S WARRANTIES ARE EXPRESSLY SET FORTH IN THIS PARAGRAPH 9 AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED IN FACT OR BY LAW.
10. RELEASE & INDEMNITY: Customer hereby releases HELP from all loss, damage or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of any transponder. In no event will HELP, its agents, employees, contractors, or subcontractors be liable to the Customer or anyone else for damages of any nature, including lost profits, lost savings, lost revenue, incurred toll charges or other special, incidental, punitive, indirect or consequential damages arising out of the use of or the inability to use the PrePass transponders, however caused. In no event is HELP or other parties liable for costs of procurement of substitute products or services.
11. PATENT AND COPYRIGHT INFRINGEMENT: HELP will assume responsibility and costs to defend Customer against any action based on a third party patent or copyright infringement claim arising out of Customer's authorized use of HELP-issued transponders. Customer promises to cooperate fully with HELP by providing immediate notice of any such claim, and providing all information, assistance and authorizations required by HELP. If HELP requires Customer assistance in such activity, it will be provided at HELP's cost, but only to the extent HELP has specifically requested such assistance in writing and authorized the expenditures in question. HELP shall have sole discretion and authority to settle the claim, replace the alleged infringing product with a suitable product or take back such products. Customer is not authorized to litigate or settle any claim on behalf of HELP.
12. MISCELLANEOUS:
 - a. Law and Venue. The Laws of the state of Arizona will govern interpretation of this Agreement.
 - b. Assignment. This Agreement may not be assigned.
 - c. Severability. If any of the provisions of this Agreement are held invalid or unenforceable, the remainder of the Agreement shall remain in effect and shall be enforceable as if not containing the invalid or unenforceable clause.
 - d. Notices. Notices to Customers will be sent to the Customer billing address of record with HELP.
13. CHANGES TO AGREEMENT: HELP may change this Agreement by written or electronic notification. Customer will be deemed to have received and approved a notification modifying the Agreement twenty (20) days after its mailing via the U. S. Postal Service or electronically to Customer billing or email address of record with HELP. Customer agrees to the new terms by using the PrePass system after the twenty-day notification has expired. If Customer does not consent to the modified Agreement, Customer must cancel his or her account in writing, pay outstanding balance, and return all HELP-issued transponders. Terms and Conditions printed on purchase orders or checks are not effective to amend, modify or supersede this Agreement.
14. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties concerning the subject matter, superseding all prior written or oral understandings (including predecessors).
15. DATA PRIVACY: It is the policy of HELP to preserve bypass transaction data and all carrier business information with the utmost confidence. Vehicle-specific transaction data is used only for the purpose of managing PrePass bypass events. Such data is not publicly disclosed and is not permanently retained.
16. DRIVER INFORMATION GUIDE: All PrePass Customers agree to operate in accordance with the criteria outlined in the PrePass Driver Information Guide and Bypass Restrictions.
17. BONDING:
 - a. New and existing Customers using the PrePass Plus or Tolls Only Service options will be required to obtain a bond if they meet a minimum monthly tolls threshold. This Surety Bond (Bond) will be in the form and amount prescribed by PrePass and will be addressed on an annual basis or as needed.
 - b. HELP will, at the discretion of management, pay for the required Bond if the Customer is in good financial standing and the cost of the Bond is within reasonable standards as determined by HELP.
 - c. HELP will require Customers that do not meet the minimum bonding requirement to obtain a Bond meeting HELP's requirements if Customer pays late two times during an Eighteen (18) month period. The cost of procuring this Bond shall be the sole responsibility of the Customer. Once PrePass has requested this, the Bond must be obtained within 30 days.
18. COMMUNICATIONS:

To ensure timely attention to Customer correspondence, direct all inquiries and questions to:

PrePass Service Center, 510 Parkland Drive, Sandy, UT 84070
Telephone inquiries: 1-800-PREPASS (1-800-773-7277)
Web inquiries: PrePassUpdates@PrePass.com
For HELP-issued transponder returns, insure each HELP asset for \$100.00 and ship to:
PrePass Transponder Returns, 510 Parkland Drive, Sandy, UT 84070
Enclose a list of transponders being returned and maintain a copy for Customer records.