

Thank you for your interest in PrePass. PrePass is North America's most comprehensive electronic pre-clearance network and is available for your use to bypass weigh stations, agricultural interdiction facilities, and toll booths. The small, easily installed PrePass transponder will reduce costs, improve operating efficiencies and afford your drivers the pleasure of uninterrupted trips throughout the nation.

The PrePass network works by collecting and updating all of the credentials and documentation required of a carrier and putting this information into a database that is accessed at the time of bypass. By accessing our database via your PrePass transponder, you can comply with state requirements without ever needing to slow down.

Services

1. **PrePass** - The original PrePass service enables your trucks to bypass PrePass equipped weigh stations and ports of entry throughout the nation.
2. **PrePass^{Plus}** - This new addition to the PrePass service enables you to use your PrePass transponder for electronic toll collection at E-Z Pass equipped toll booths. (DE, MA, MD, ME, NJ, NY, PA, VA, WV)
3. **Florida Agricultural Electronic Pre-Clearance Program** - This service enables trucks not hauling agricultural products or commodities to bypass agricultural interdiction facilities throughout the state of Florida.

Completing the Application

If applying for:

PrePass - Please complete Steps 1 - 3*, & 7

PrePass^{Plus} - Please complete Steps 1 - 3*, 5 & 7

Tolls Only - Please complete Steps 1-3*, 5 & 7

Florida Agricultural Electronic Pre-Clearance Program - Please complete Steps 1 - 4 & 7
Remit form with application to PrePass

*Please fill out Page 3 if necessary.

Notes

- If you already have a third party transponder (not issued by PrePass), please complete **Step 6**.

After completing all of the applicable Steps for the services you want, please be sure to review and complete the Required Documents Checklist located at the end of this application packet and send/forward your completed application and all required documentation to:

PrePass
101 North First Avenue, Suite 2200
Phoenix, AZ 85003
or
Fax the information to: (602) 238-9051

If, at any time, you have questions or need assistance with completing your PrePass Application Packet, you can:

Call us at: 1-800-PrePass (1-800-773-7277) or Email us at: PrePassUpdates@acs-inc.com or Visit us on the web at: www.prepass.com

Thank you very much for your interest in PrePass! We look forward to servicing you and we are confident that you will enjoy all of the benefits of uninterrupted travel throughout North America!

PrePass... Because Time is Money!



Fax This Side to 602-238-9051

For Internal Use Only

Sales Rep: _____
 Account No: _____
 # of Trucks enrolled: _____
 Change of Credentials

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 1-800-PREPASS (1-800-773-7277) OR VISIT OUR WEBSITE AT WWW.PREPASS.COM

Application and License Agreement

I WOULD LIKE TO ENROLL IN THE FOLLOWING: PREPASS PREPASS PLUS TOLLS ONLY AGPASS AND PREPASS
(Check all that apply) AGPASS ONLY ALREADY HAVE TRANSPONDER(S)

Device Number # _____

Step 1: Company Information (Please print all information clearly)

Applicant Name (Company or Owner Operator)

Leased to: (Company Owning Credentials)

Primary Contact Information

Contact Name (Mr., Mrs., Ms.) _____ Title _____

Address _____ City _____ State _____ Zip Code _____

Email Address _____ Telephone Number () _____ Cell Number () _____ Fax Number () _____

Billing Information

Contact Name Same as Above _____ Title _____

Address (No P.O.Box) _____ City _____ State _____ Zip Code _____

Email Address _____ Telephone Number () _____ Cell Number () _____ Fax Number () _____

Shipping Information

Contact Name Same as Above _____ Title _____

Address (No P.O.Box) _____ City _____ State _____ Zip Code _____

Email Address _____ Telephone Number () _____ Cell Number () _____ Fax Number () _____

Licenses and Permits Information

Contact Name Same as Above _____ Title _____

Email Address _____ Telephone Number () _____ Fax Number () _____

(Please complete all boxes below - write N/A in boxes that do not apply)

MC/ICC Number	U.S. DOT Number	CA Number
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Carrier Type (Check all that apply)

- Common Contract Exempt Household Goods Intrastate Private Government

Hazardous Materials/ Waste Criteria (Check all applicable boxes)

Are you authorized to haul hazardous materials and/or hazardous waste?

- Yes No - Do Not Carry Hazmat / Hazwaste

Please check all applicable boxes.

- Hazardous Materials: Dedicated Occasional
Hazardous Waste: Dedicated Occasional
Fuel Tanker: Dedicated

Are you authorized to haul hazardous materials and/or hazardous waste in the state of West Virginia?

- Yes No

If yes, please provide a copy of your "Alliance for Uniform Hazmat Transportation Procedures License."

Note: If only certain vehicles in your fleet haul Hazardous Materials and/or Hazardous Waste, please notify PrePass.

Arizona Agriculture

Any carrier hauling agricultural products in Arizona (See Terms and Conditions for a list of ag products) must report to the Port of Entry, regardless of transponder signal. Also, if you pick up loads in certain states, you may be subject to a random pull in for fire ant inspection, regardless of load type.

- Do you pick up loads in AL, AR, FL, GA, LA, MS, NC, OK, SC, TN or TX? Yes No
Are you a dedicated agricultural hauler in Arizona? Yes No (If yes, you will not be able to bypass in Arizona)

Step 2: Signature, Tax Identification/Social Security Number (Must be Completed)

I certify that I am authorized to bind the owner operator company or corporation in whose name this application is made. I have read and reviewed the information on all pages of this application and the License Agreement. By signing below, I indicate my acceptance and consent to the terms and conditions of this application and the License Agreement printed with the application.

Company or Owner Operator Signature, Tax Identification and Social Security Number

- I have included my registration card (cab card) and other documentation.

SIGNATURE: **X**

Print Name
and Title:

Date:

TAX IDENTIFICATION/SOCIAL SECURITY NUMBER (for signature above):

How did you hear about PrePass?

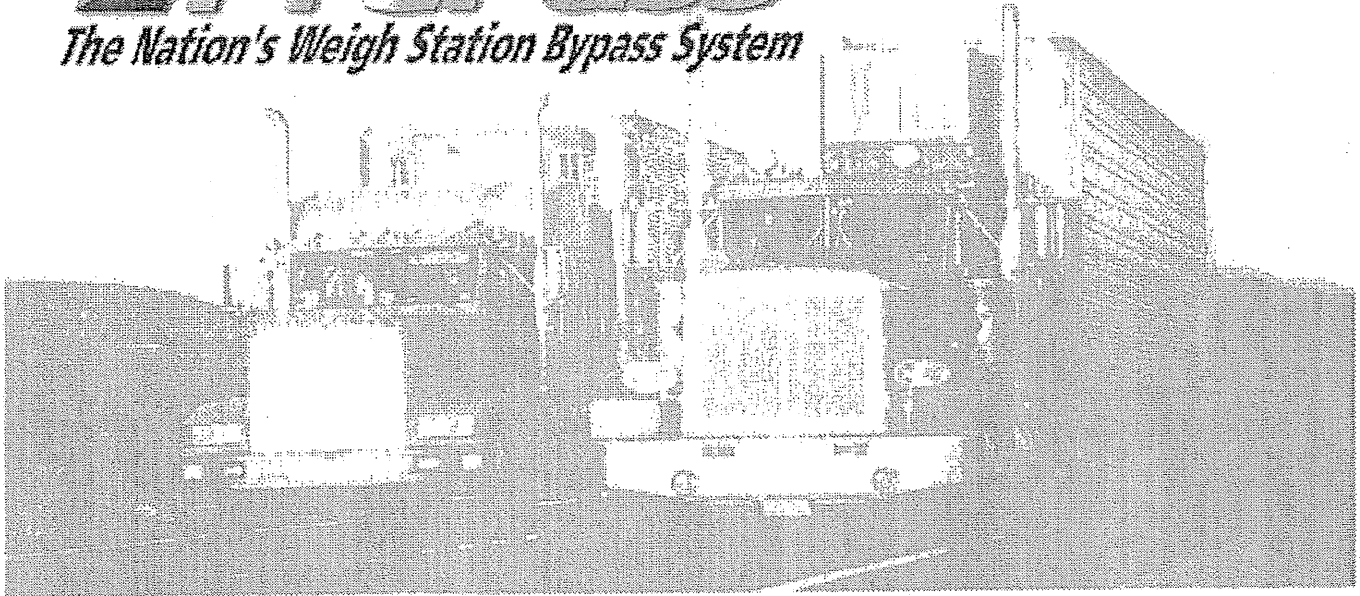
- Billboards Magazine Ad Newspaper Sales Rep Truck Stop Ads Web Search
 Direct Mail Magazine Article Radio Trade Show Trucking Association Word-of-mouth Referral
 NASTC Other _____

TP PrePass[®]

The Nation's Weigh Station Bypass System

Credential Authorization

Step 3



To be completed ONLY if using someone else's credentials!



Name of Carrier with Credentials: _____ authorizes Heavy Vehicle Electronic License Plate, Inc. (HELP, Inc.) to contact the appropriate licensing agencies and validate state and federal motor vehicle credentials for drivers using our credentials. We understand this authorization is required for vehicles being enrolled in the PrePass electronic weigh station bypass system and that we are not liable for PrePass charges incurred by the driver(s).

Authorized Signature

Date

Print Name & Title

Phone Number

The above portion must be signed by an authorized agent of the company.

HELP, Inc. reserves the right to contact the signatory above to verify proper authorization. If your credentials change in the future, please notify the PrePass Service Center. Updated credential information must be kept on file.

The PrePass Service Center retains credential authorization for several large carriers. Call 1-800-PREPASS (1-800-773-7277) if you are told we have this information on file.

NOTE: If the IFTA being submitted is issued from the state of North Carolina, the owner of the company, a President or Vice President must complete Step 2 or 3.

I have included my registration card (cab card) and other documentation.



Payment and Invoice Options

Step 6

Upon enrollment, PrePass customers pay by check or money order, payable to

PrePass
PO Box 3899
Phoenix, AZ 85030-3899

Now you can decide on other payment options as well...

Please see our other payment options listed below. If you would like to take advantage of one of these alternatives, you must call 800-773-7277, option 5. **Please note that you are required to provide your PrePass Account Number.**

1. **Credit Card** – We accept VISA, MasterCard, Discover and American Express. Make a one-time payment or be set up for an automatic monthly charge. The automatic monthly charge is a time saving way to pay your bill and you'll never have to worry about missing the mail and not getting your invoice paid.

We highly recommend this payment method to our customers who are constantly on the road. You will never have to be concerned about an interruption in paying your bills on time!

2. **Comchek/EFS Check/T-Chek**
3. **Electronic funds payment through your local bank**

INVOICE DETAIL OPTIONS

All customers automatically receive a printed statement on a monthly basis with a listing of all trucks being charged for the month. If you are unable to check your mail on a regular basis for PrePass invoices, we suggest receiving an e-mail invoice or opting out of receiving an invoice by choosing an automatic payment method above (credit card or electronic funds payment). This would ensure that your account remained current and would prevent service interruption for non-payment of invoices. To get started and you've chosen one of these options, please call 800-773-7277, option 5.



Required Documents

(Note: Expired documents will not be accepted.)

Please provide the required documents listed below and check off the box next to the credential you are submitting with your application.

A. PrePass (and/or PrePass Plus)

1. Interstate Carriers (Vehicles conducting business in multiple states)

- Vehicle registration(s) for each unique International Registration Plan (IRP) account number, fleet and weight group (**must send registration - cab card**).
- Vehicle list for each IRP, fleet and weight group (including vehicle number, plate number, make, year and VIN).
- International Fuel Tax Agreement (IFTA) License.
- Single State Registration System (SSRS) Receipt: Form RS-3 (not required for private or exempt carriers).
- New Mexico Tax Identification Permit (unless pay per trip or do not travel there).
- California Motor Carrier Permit (if conducting intrastate business in California) (not required for household goods carriers).
- Longer Vehicle Combination Transport Permit (LVC) (Colorado only) (if applicable).
- Overweight Vehicle Transport Permit for **each** vehicle (must have LVC permit) (Colorado only) (if applicable).
- Kansas Combined Permit (Kansas, South Haven NB site only) (if applicable).

Note: Vehicles with a Gross Vehicle Weight of 26,000 pounds or less are not eligible in Arkansas or California.

2. Intrastate Carriers (Vehicles conducting business in only one state)

- Vehicle registration for each truck being enrolled (**must send registration - cab card**).
- California Only - Motor Carrier Permit (not required for household goods carriers).
- Colorado Only - Copy of vehicle insurance card for **each** vehicle enrolled (excludes household goods carriers).
- Colorado Only - Longer Vehicle Combination Transport Permit (LVC).
- Colorado Only - Overweight Vehicle Transport Permit for **each** truck (must have LVC permit).
- Kansas Only - Kansas Combined Permit (Kansas, South Haven NB site only).
- West Virginia Only - Operating Authority from PSC (for household goods movers, solid/liquid waste carriers, passenger carriers & tow truck operators).

Note: Vehicles with a Gross Vehicle Weight of 26,000 pounds or less are not eligible in Arkansas or California.

For faster processing, all fleets with over 25 trucks should submit the truck information in electronic form (accompanied by a hard copy printout). Simply include this electronic information on a cd (Excel format) with your application or e-mail the information to:

prepassupdates@acs-inc.com.

B. Tolls Only

- Agency and Commercial Vehicle Information

C. Florida Agricultural Electronic Pre-Clearance Program

- Original Florida Agricultural and Electronic Bill of Lading Pre-Clearance Program Application (Form DACS-01281, Ref Date 5/02). **This form must be mailed to PrePass.** Faxes will not be accepted.
- Vehicle registration(s) for each unique International Registration Plan (IRP) account number, fleet and weight group (**must send registration and/or cab card in**).

PrePass® License Agreement

1. **PREPASS SUITE OF SERVICES:** PrePass refers to the suite of services offered by HELP, Inc. including PrePass, PrePass^{Plus}, GatePass, and/or AGPass.
 2. **GENERAL:** This PrePass License Agreement (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, and/or toll facilities.
 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.
 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.
 - 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 provided transponders in accordance with instructions provided by HELP and to install and use HELP provided transponders only on the specific truck(s) 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 devices in the same way you would treat expensive electronic systems that you own, using a reasonable degree of care.
 - 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 truck(s) designated on your PrePass application or account records.
 - f. To provide, as requested, proof of ownership and appropriate manufacturers serial number and device type for any Third Party Transponders 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 facilities and/or toll facilities.
 - 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 facility to participating PrePass weigh stations or ports-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 are established by HELP for each truck enrolled and toll charges as assessed by the toll agencies.
 - j. To pay all invoices including PrePass fees and incurred toll charges upon receipt. Any balance outstanding over 21 days delinquent can result in suspension by HELP of bypass privileges. Payment made after 21 days is subject to a late fee of 1 percent per month on the unpaid balance and any discounts offered will be void. After three delinquencies, HELP, Inc. may require customer to establish electronic means of payment.
 - k. To review your PrePass invoice promptly and notify the PrePass Service Center if you have any questions regarding your charges. 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 \$50.00 charge for each check your bank returns unpaid or for a declined credit card (any returned payment).
 - m. That all HELP transponders or Third Party Transponders enrolled in PrePass must be used only by the PrePass vehicle to which the transponder is registered.
 - n. To be responsible for all transponders received from HELP, whether assigned to a Customer truck or retained in Customer inventory. Customer agrees to return HELP transponders that are not being used, assigned to trucks that are sold, or otherwise removed from service within thirty (30) days of a sale or removal from service (this does not include Customers that have an authorized inventory of transponders intended for future use).
 - o. Proof of delivery of returned transponders to HELP is required to avoid fees associated with unreturned devices. HELP will assess a \$100.00 processing fee per device for failure to return HELP transponders no longer assigned to vehicles enrolled in PrePass.
 - p. To notify PrePass immediately if any transponder is lost or stolen, or if the truck to which it was issued is stolen. Customer is responsible for all unauthorized charges associated with the lost or stolen transponder until written notification is received by the PrePass Customer Service Center. Customer will have no obligation for unauthorized PrePass charges associated with a lost or stolen transponder incurred after written notification to HELP.
 - q. To report in a timely manner changes relevant to your PrePass account, including company name or ownership, mailing address, telephone number, trucks enrolled in PrePass, license plate numbers, any and all change of credentials, applicable credit card numbers and expiration date, and other such information.
 - r. To pay \$25.00 charge for each transponder permanently suspended from toll operations for continual violations.
 - s. To pay a \$20.00 HELP assessed violation fee on each toll violation.
 5. **HELP, INC. AGREES:**
 - a. To authorize Customer trucks to bypass participating PrePass program open weigh stations and ports-of-entry, agricultural interdiction facilities and/or toll facilities subject to program eligibility requirements.
 - b. To assess fees for each account based upon the number of vehicles enrolled in PrePass during the month, consistent with HELP's established fee structure.
 - c. To process electronic payments for current invoiced amounts to customers enrolled in electronic payment programs.
 - d. To process all payments received for services provided.
 - e. To provide an invoice monthly (or at other shorter intervals as agreed upon with Customer) that will list all fees for each PrePass vehicle enrolled, record Customer payments, and specify the outstanding balance due as of the invoice date.
 - f. To provide Customer service and account information by telephone at 1-800-PrePass (1-800-773-7277).
 - g. To replace at no charge to the Customer, any HELP transponder that fails, is defective. Customers that have lost, stolen or damaged HELP transponders will be assessed a fee of \$100.00 per transponder, and a substitute transponder may then be provided at no charge to the Customer.
 6. **PROPERTY OF HELP:** HELP supplied transponders are the property of HELP and Customer may use HELP supplied transponders only for the PrePass program, and PrePass Plus® programs, GatePass® and AGPass® installations or other uses that have been authorized in writing by HELP.
 7. **NO BYPASS GUARANTEE:** HELP does not guarantee that legally operating trucks 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 trucks 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 Customers in writing of any suspension or termination. HELP will not refund amounts less than \$25.00 for accounts in a closing status.
 9. **LIMITED WARRANTY:** HELP warrants that the PrePass supplied devices are in working order and will perform substantially as described, provided that the devices are installed and used as instructed. The PrePass supplied devices are provided without any other warranty. There are no warranties which extend beyond the description on the face hereof.
 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 devices, 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 supplied 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 Customer's will be sent to the Customer's addresses of record with HELP.
 13. **CHANGES TO AGREEMENT:** HELP may change this Agreement by written 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 to Customer's 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 account in writing, pay outstanding balance, and return all issued devices. 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. Truck-specific transaction data is used in PrePass only for the purpose of managing the 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.
 17. **ARIZONA AGRICULTURE:** Agriculture products include: Aquatic plants, cactus, Christmas trees - potted or cut, Christmas wreaths, corn - fresh or food grade dry, cut foliage, cut wood - dragon wood or decorative wood, decorative plant material, exotic animals, firewood, flower bulbs, fresh fruit, fresh vegetables, gift baskets containing - fruit, vegetables, nuts and plants, grass sod, grass sprigs, hay bales, live fish and sharks, livestock, logs, nursery stock, outdoor household goods with plants, pine straw, plant cuttings, rocks, seed, soil, Spanish Moss, straw bales, trees on flat beds, unprocessed nuts, used equipment, used lumber and cross ties. If you are carrying any of these loads, you must pull into the weigh station.
18. **COMMUNICATIONS:**
 - a. Direct all correspondence and questions to:
PrePass Service Center, P. O. Box 981334, El Paso, TX 79998-1334.
Telephone: 1-800-PrePass (1-800-773-7277) E-mail: PrePassUpdates@acs-inc.com.
 - b. For PrePass transponder returns only, mail or deliver to:
Shipping & Receiving- Attn: PrePass Device Returns 510 Parkand Drive, Sandy, UT 84070
A detailed list of devices being returned is to be enclosed with each shipment.