

LeeWay License Agreement

Please read this License Agreement carefully. By signing this License Agreement, you agree to the following terms:

General: This LeeWay License Agreement ("Agreement") with Lee County (or LeeWay) allows you to use the LeeWay Transponder to enter and exit toll lanes of the Midpoint Memorial, Cape Coral, Sanibel Bridges, designated SunPass, E-Pass toll lanes or any other designated facility throughout the state of Florida. Your LeeWay transponder also works in North Carolina's Quick Pass lanes and Georgia's SRTA (State Road and Tollway Authority) lanes. Several other states will be added in the near future. This Agreement accompanies and is a part of your LeeWay Application. Your submittal of a LeeWay Application constitutes your acknowledgment and consent to this Agreement. This Agreement is a license only; LeeWay reserves the right to not issue a Transponder to any applicant until any and all outstanding violations have been paid.

You agree to:

- Pay tolls charged to your LeeWay account.
- Pay an account maintenance fee of \$0.50 per month taken directly from your prepaid balance every month (beginning November 2013).
- Pay \$45 administrative fee for any account that is closed within 60 days or less of the origination day.
- Mount and use the Transponder in accordance with instructions provided to you in your Transponder package.
- Permanently affix the Transponder to the vehicle to which it is issued.
- Use the transponder on a vehicle with the number of axles identified on the application form. Use of the LeeWay transponder on a vehicle with a different number of axles may result in termination of this Agreement by the Service Center and/or issuance of a traffic citation.
- Obey all applicable laws and regulations.
- Promptly review your monthly statement (if requested) and notify the LeeWay Service Center if you have any questions regarding any charges. Charges not questioned within 60 days of notice will be deemed valid.

Report any changes to your name, mailing address, telephone number, vehicles, license plates, and if applicable, credit card number and expiration date when this information is made available to you.

Failure to maintain accurate license plate information may result in additional toll fees or the issuance of a traffic citation.

- Maintain a safe speed during the approach and travel through the toll facilities.
- Pay the full toll for your trip in the lane, if your prepaid account balance is not maintained. (Attended lanes only)
- In cases where your transponder is not read, but an image of the vehicle's license plate is captured in the lane and the license plate information for the vehicle is assigned to your transponder, the appropriate toll amount may be deducted from your prepaid account by use of the image, hereinafter called a "Video Toll" or "V-Toll". If within a 90 day period, your account exceeds more than 20 V-Toll transactions per license plate a service charge will be assessed per occurrence.

Minimum Account Balances, Fees and Charges:

- You agree to maintain a positive balance in your prepaid toll account for tolls and account maintenance fees. Failure to maintain a positive balance shall constitute a breach of this agreement, a loss of your commuter discount program and administrative costs /issuance of a traffic citation as determined by Lee County.
- If you selected the credit card option with automatic replenishment, you authorize Lee County to replenish your prepaid account by charging \$30 (or a higher amount authorized by you) to your credit card each time your prepaid account balance reaches or falls below \$10. See table below for amounts for more than one transponder per account. If you selected the credit card option without automatic replenishment, you agree to notify the Service Center to replenish the account with your credit card upon minimum balance notification in the attended lanes or upon viewing your balance online.
- If you selected the check or money order option, you agree to provide to LeeWay a minimum check or money order payment of \$30.00, each time your prepaid account balance falls below \$20.00 or you replenish your prepaid account. DO NOT MAIL CASH. Payment must be received by the LeeWay Service Center prior to your prepaid account balance reaching a zero balance. See table below for amounts for more than one transponder per account.
- Your replenishment amount is subject to change based on your actual usage. You will be notified by LeeWay if we deem that your replenishment amount needs to be increased.
- If your prepaid account balance is not maintained you will have to pay a full toll for your trip in the lane. (Attended lanes only) In an ORT (Open Road Tolling) lane if your account is out of funds an image of the vehicle's license plate is captured in the lane and a Toll Due notice (toll plus fee) will be mailed to the 1st registered owner of the vehicle.
- If your prepaid account does not have any toll trip history for a period of twenty four months or more, you agree to a dormant account fee of \$2.00 (maximum) per month. The monthly dormant account fee will be deducted directly from the prepaid account until either toll trip history occurs or your prepaid account reaches a zero balance.
- Failure to maintain the required balance or properly maintain your account will result in transactions being processed as violations that are subject to fees, fines and penalties as provided by law.
- A returned check fee in accordance with Florida Statutes 125.0105 of \$25 or 5% of the face amount, whichever is greater will be assessed. You will be required to pay this assessment in full with cash, a cashiers' check or money order to maintain your account status. This assessment will be deducted from your prepaid account if you have one; if any check you give LeeWay is dishonored by your bank.

Method Of Payment	Number of Transponders	Initial Prepaid	Replenishment Threshold	Replenishment Amount
Credit Card	1	\$30.00	\$10.00	\$30.00
	2	\$50.00	\$10.00	\$50.00 (recommended)
	3	\$70.00	\$10.00	\$70.00 (recommended)
Check	1	\$30.00	\$20.00	\$30.00
	2	\$50.00	\$20.00	\$50.00 (recommended)
	3	\$70.00	\$20.00	\$70.00 (recommended)

Additional Services: Lee County (or LeeWay) may enter into reciprocal agreements with other agencies and private entities. If your LeeWay transponder(s) is used at any toll facility, parking facility or other facility, including commercial applications accepting LeeWay as a payment mechanism. You agree that all costs incurred in connection with such use of your transponder (s) will be charged by LeeWay to your LeeWay prepaid account. You are responsible for all such charges.

Confidentiality: Pursuant to state law (CH. 119, Florida Statutes), your credit card and financial information is confidential and cannot be released to the public.

Transponders:

Hard Case Transponders/Bumper Mounts

- You agree to pay the current selling price for a transponder.
- If your Transponder fails to operate for reasons other than abuse or improper use and is returned to the LeeWay Service Center within 90 days of purchase date, we will replace the Transponder at no extra charge.
- If your Transponder is lost or stolen you agree to notify the Service Center immediately, and will be liable for any unauthorized use of your Transponder(s) occurring prior to such notification. You will be charged the current selling price for a replacement Transponder.
- If your transponder fails to operate in the toll lanes for any reason, you agree to promptly report to the Service Center to have the transponder tested. If the transponder needs to be replaced you agree to pay the current selling price for a transponder.

LeeWay Mini Transponders

- You agree to pay the current selling price for a transponder.
- If your Transponder fails to operate within 90 days of purchase and it **has not been removed** from original vehicle that it was attached to, we will replace the Mini with a new one at no additional charge. If it has been removed or shows signs of prior removal, warranty shall be voided and you will be required to purchase a new one.
- If your Transponder is lost or stolen you agree to notify the Service Center immediately, and will be liable for any unauthorized use of your Transponder(s) occurring prior to such notification. You will be charged the current selling price for a replacement Transponder.

If your transponder fails to operate in the toll lanes for any reason, you agree to promptly report to the Service Center to have the transponder tested. If the transponder needs to be replaced you agree to pay the current selling price for a transponder.

Termination: LeeWay may terminate this Agreement at anytime. If you wish to terminate this Agreement you must notify the LeeWay Service Center. Upon termination your prepaid account balance will be refunded to you, less any amounts owed to LeeWay within fifteen (15) days. Following termination, you will remain responsible for any payment of amounts you own under this Agreement. If your prepaid account balance is insufficient to cover charges payable by you, you will remain liable for all 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. You agree to pay all costs, including attorney's fees, incurred by Lee County to enforce the terms of this agreement.

Changes: LeeWay reserves the right to change the terms of this Agreement and its policies, and minimum prepaid account balances any time by providing written notice to you or by posting changes on the LeeWay website. You will be deemed to have received such notice ten (10) days after it is deposited in the U.S. Mail or the date posted to the website. You agree to all changes upon use of your Transponder after that date.

Release and Indemnification: You hereby release Lee County from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with this Agreement or the use or performance of the Transponder. Neither Lee County nor its agents will have any obligation or liability with respect to your use or the performance of the Transponder. Your sole and exclusive remedy from Lee County and its agents will be replacement of any defective Transponder(s). You agree to indemnify, protect, and hold harmless Lee County and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Transponder, or your use of the toll lanes of the Midpoint Memorial, Cape Coral or Sanibel Bridges. Failure to Comply with any portion of this Agreement may result in violation under Florida Statutes 338.155 and other applicable provisions by law. If a violation occurs, you will be subject to all fees, fines and penalties as provided by law.

Failure to abide by any of the License Agreement terms and conditions may result in the termination of this agreement. LeeWay reserves the right to terminate your account and deactivate the transponder(s) issued under this license for failure to abide by any of the terms of the license. Any trips made through the Toll Plaza with a deactivated transponder or without paying a proper toll may result in a fine in accordance with ordinance 97-19, as amended. LeeWay reserves the right to report your delinquent account to an authorized credit bureau.

Itemized Statements: Statements are available with your prepaid account. If you provide an email address you will have access to your account to view or print statements as needed at no charge. However, should you desire a monthly itemized statement the following will be deducted from your prepaid account:

1-3 transponders per account - \$1.50,

4 transponders per account - \$2.00,

5 transponders per account - \$2.50,

6-195 transponders per account -\$2.50 plus \$0.25 per each additional transponder

196 or more transponders will be charged the maximum statement fee of \$50.00.

Miscellaneous: This Agreement is governed by the laws of the State of Florida. Venue for any action from the use of the transponders shall be in a court with appropriate jurisdiction in Lee County, Florida.

If for any reason your LeeWay account is insufficient to pay any amounts payable by you to us, you will remain liable for such amounts.

This Agreement shall be binding upon and inure to the benefit of you and your successors in interest. You are not permitted to assign the obligations and benefits of this Agreement.

Communications: Please address all questions and notices to: LeeWay, 1366 Colonial Boulevard, Fort Myers, FL 33907 – (239) 533-9297 – FAX: (239) 278-7854.

08/2014