

## Application and License Agreement

(Available online at [thetollroads.com](http://thetollroads.com)) Please mail or fax this application to:  
P.O. Box 57011, Irvine, CA 92619-7011 / Fax (949) 727-4991

### Step 1: Applicant Information

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Phone (\_\_\_\_) \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

Email Address\* \_\_\_\_\_

\*Statements are delivered monthly via email and available online at [thetollroads.com](http://thetollroads.com).

**Check here to receive text alerts**

If you opt in to receive text alerts from The Toll Roads, you will receive notifications on your mobile phone of account status changes. These messages may include notification of expiring/expired credit card and account low balance, and/or suspension. Mobile alerts are free from The Toll Roads, however message and data rates may apply depending on your cell phone carrier and wireless plan.

### Step 2: Please Choose an Account Type

**FasTrak Account:** Requires a prepaid balance and transponder. Discounted toll rates apply. Monthly fee of \$2 per transponder assessed; waived with \$25 toll usage on the 73, 133, 241 and 261 Toll Roads.  
Number of transponders requested \_\_\_\_\_

**ExpressAccount:** Please note that the ExpressAccount is only valid on the 73, 133, 241 and 261 Toll Roads. All other California toll facilities require a FasTrak transponder.

**Prepaid:** Requires a prepaid balance. No transponder issued.

**Charge:** Tolls are charged daily to a payment method kept on file. No transponder issued.

**Invoice:** Tolls are paid after being invoiced monthly via mail or email. No transponder issued.  
\$2 monthly invoice fee applies. To receive mailed invoice, check here.

**Do you want to receive promotional materials?**  Yes  No

### Step 3: Select Payment Option

#### Option One – Credit Card or Electronic Check (No transponder deposit required for FasTrak)

Prepaid toll balance: minimum \$30 or \$60 or \$100 or \$\_\_\_\_\_ Credit Card (check one):  
 American Express  Visa  MasterCard  Discover

**Credit Card Number:** \_\_\_\_\_ **Expiration (MM/YY):** \_\_\_\_\_

**Electronic Check:** Please supply a voided check (not applicable to ExpressAccount - Charge/Invoice).

ABA/Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

#### Option Two: Cash, Check or Money Order (Make check or money order payable to The Toll Roads. Do not send cash.)

##### For FasTrak account (\$30 deposit per transponder):

Number of transponder(s) \_\_\_\_\_ x \$30 = \_\_\_\_\_

##### For all accounts:

Prepaid toll balance: minimum \$45 or \$\_\_\_\_\_

**Total amount due: \$\_\_\_\_\_**

*By selecting the cash, check or money order option, I agree to make additional prepaid toll payments equal to \$45 or the average of my monthly toll usage, whichever is greater, when my prepaid toll balance drops below my required minimum balance. By providing my payment agreement information above, I authorize TCA (The Toll Roads) to use the indicated credit card or electronic check to replenish my account according to the terms of the license agreement.*

### Step 4: Vehicle Information

All vehicle information **must be completed** for ExpressAccount.

\*A transponder for each vehicle is not necessary, since they can be moved from vehicle to vehicle. A FasTrak transponder is required on all other California toll facilities.

Vehicle License Plate	State	Year	Make	Model	Color

### Step 5: Authorization

I read and reviewed the information on both sides of this Application and License Agreement. By signing below, I indicate my acceptance and consent to the terms and conditions of this Application and License Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## The License Agreement is restated below for your reference.

### CUSTOMER AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with your application, constitute your Account Agreement. This Account Agreement ("Agreement") with the Transportation Corridor Agencies ("TCA") allows you to use a FasTrak® transponder or license plate to enter or exit toll lanes of the Foothill Transportation Corridor (FTC), Eastern Transportation Corridor (ETC) and the San Joaquin Hills Transportation Corridor (SJHTC). This Agreement accompanies and is part of your Account Application. Your submittal of an Application constitutes your acknowledgment and consent to this Agreement.

You agree to pay tolls charged to your account and obey all applicable laws and regulations.

You agree to promptly review your statement/invoice and notify the TCA Customer Service Center if you have any questions regarding any charges. Charges not contested by notifying the TCA Customer Service Center within 30 days of the statement/invoice date will be deemed valid.

You agree to report any changes to your name, mailing and email address, telephone numbers, vehicles, license plates, and if applicable, credit card number and expiration or electronic check information when this information is made available to you.

You agree to allow the California Highway Patrol to make reports of incidents on the FTC, ETC and SJHTC available to TCA.

### MINIMUM ACCOUNT BALANCES, TOLLS AND FEES\*

- You agree to maintain your account balance, pay tolls and fees.
- If you selected the credit card or electronic check payment option, you authorize us to replenish your account by charging the amount you indicated or the average of your monthly toll usage whichever is greater, each time your account falls below the minimum balance. The minimum balance is equal to your average toll usage for a ten-day period as calculated or \$10, whichever is greater.
- If you selected the cash, check or money order option, you agree to make a cash, check or money order payment of \$45 or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance is equal to your average toll usage for a ten-day period as calculated or \$15, whichever is greater.
- We may determine your average monthly toll usage based on your actual toll usage over a period of time, as defined at the sole discretion of TCA.
- You agree that TCA may charge you a fee for providing a statement/invoice.
- You agree that TCA may charge you a fee for checks returned by your bank or financial institution.
- You agree that TCA may charge you a fee for account suspension.
- You agree that toll rates and fees are subject to change without notice.
- Failure to maintain the required balance or properly maintain your account will result in transactions being processed as violations that are subject to penalties as provided by law.

### TRANSPONDERS (FASTRAK ACCOUNT ONLY)

- You agree to mount and use the transponder in accordance with instructions provided to you in your transponder package.
- You agree to be held responsible to TCA for any charges which may arise from using your transponder(s). See "Interoperability (FasTrak Account Only)" section.
- You agree that TCA may charge FasTrak accountholders a fee for image-based transactions.
- You agree that TCA may charge you a fee for maintaining your account should you not incur a specified level of toll usage each month, as defined at the sole discretion of TCA.
- You agree to pay a deposit of \$30 if you selected cash, check, or money order method of payment for each transponder issued to you, which TCA will refund without interest if you return the transponder(s) in good condition. If you select credit card or electronic check as your replenishment method, you agree that TCA may charge your credit card or electronic check account for the amount of the transponder deposit(s) should you fail to return the transponder(s) in good condition.
- If your transponder fails to operate for reasons other than abuse or improper use and is returned to the TCA Customer Service Center, we will replace the transponder at no extra charge.
- If your transponder is lost or stolen, immediately report it via [thetollroads.com](http://thetollroads.com) or by telephone at 949-727-4800. You will not be liable for any unauthorized use of your transponder(s) occurring after such notification. However, you will be charged \$30 for each lost or stolen transponder.

This Agreement is a license only to use the transponder; the transponder is the property of TCA. TCA will not issue a transponder to any applicant until any and all outstanding violations associated with such applicant are resolved.

### EXPRESSACCOUNT®

- You agree to have a valid license plate when driving on The Toll Roads in accordance with California Vehicle Code §5200: (a) When two license plates are issued by the department for use upon a vehicle, they shall be attached to the vehicle for which they were issued, one in the front and the other in the rear. (b) When only one license plate is issued upon a vehicle, it shall be attached to the rear thereof, unless the license plate is issued for use upon a truck tractor, in which the license plate shall be displayed in accordance with Section 4850.5.
- You agree ExpressAccount is only valid on the 73, 133, 241 and 261 Toll Roads.
- You understand that an ExpressAccount is not eligible for toll discounts.
- If you selected the invoice payment option, you agree to make payment within the specified time period.

### INTEROPERABILITY (FASTRAK ACCOUNT ONLY)

- Your transponder may be used to pay at any toll facility or other location cooperating with TCA and bearing the FasTrak logo. It is not necessary to obtain a separate transponder to pay electronically for FasTrak transactions. If you drive in a vehicle with your transponder, your transponder may be read by the electronic processing equipment and a record of your transaction may be created. Such transactions may be charged in accordance with the rules, regulations and procedures of toll facilities or other locations.
- If you use your transponder on another toll facility or other location, you agree that TCA and/or the operator may bill you for any charges arising from such use, and that you will be responsible to TCA and/or the other operator for all such charges.
- You agree that TCA may share with the operator of any interoperable facility any information contained in your application and license agreement for purposes of processing and collecting tolls, fees and violations in accordance with Streets and Highways Code Section 31490.
- You agree to review and follow policies and regulations of all California toll facilities.

### RELEASE AND INDEMNITY (FASTRAK ACCOUNT ONLY)

You hereby release TCA from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the transponder. Neither TCA 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 TCA and its agents will be replacement of any defective transponder(s). You agree to indemnify, protect, and hold harmless TCA and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the transponder.

### TERMINATION

TCA may terminate this Agreement at any time. Following termination and notification by TCA, you will remain responsible for payment of amounts you owe under this Agreement. If your toll 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.

For FasTrak Accounts: If TCA requests, or if you wish to terminate this Agreement, return the transponder(s) to the TCA Customer Service Center. Upon termination and return of your transponder(s), your toll account balance and transponder deposit(s) (if paid in advance) will be refunded to you, less any amounts owed to TCA, after 21 days.

For ExpressAccounts: If TCA requests, or if you wish to terminate this Agreement, your toll account balance (if paid in advance) will be refunded to you, less any amounts owed to TCA, after 15 days.

### CHANGES

TCA reserves the right to change the terms of this Agreement and our policies, deposits and minimum toll account balances at any time by providing written or electronic notice to you. You agree to all changes upon further use of The Toll Roads.

### FAILURE TO COMPLY

Failure to comply with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code §4770 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law. TCA reserves the right to debit your account for all unpaid violations including fees, fines and penalties.

### COMMUNICATIONS

Please address all correspondence to:

The Toll Roads Service Center  
P.O. Box 57011, Irvine, CA 92619-7011

**Telephone: (949) 727-4800**

Website: [thetollroads.com](http://thetollroads.com)

\* *Tolls and fees in effect from time to time may be listed on the TCA's website: [thetollroads.com](http://thetollroads.com). However, failure of the website to specify the tolls and fees does not affect our right to impose the charges in accordance with this Agreement.*