Application and License Agreement
(Available online at 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 ______

☐ Primary Phone (___) ____________________ ☐ Secondary Phone (___) ____________________

(check box to receive text alerts)

Email Address* ____________________

*Statements are delivered monthly via email and available online at TheTollRoads.com.

PIN ______ (for self-service telephone access)

Step 2: Please Choose an Account Type

☐ FasTrak Prepaid: Tolls are deducted from a prepaid balance. Discounted toll rates may apply.

☐ FasTrak Charge: Tolls are charged daily to the payment method on file.

☐ FasTrak Invoice: Tolls are accumulated onto a monthly invoice. $2 invoice fee applies. To receive invoice via mail, check here: ☐

(If selected, please skip to Step 4)

Step 3: Select Payment Option

Option One – Credit Card or Electronic Check

FasTrak Prepaid toll balance: minimum $30 or $60 or $100 or $___________

FasTrak Transponders: (all accounts are issued transponders)

Number of free sticker transponders __________

Number of hardcase switchable transponder(s) ______ x $20 = _______

Credit Card (check one):  ☐ Visa  ☐ MasterCard  ☐ Discover  ☐ American Express

Credit Card Number: ____________________ Expiration (MM/YY): ____________________

Electronic Check: (option is not available for FasTrak 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.)

FasTrak Transponders:

Number of free sticker transponders __________

Number of hardcase switchable transponder(s) ______ x $20 = _______

FasTrak Prepaid accounts:

Prepaid toll balance: minimum $45 or $__________

Total amount due: $_________

Step 4: Vehicle Information

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<th>State</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Color</th>
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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 ___________
CUSTOMER AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with your application, constitute your account agreement. This account agreement (“Agreement”) with the Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency (TCA) allows you to use a FasTrak transponder and registered license plate to enter or exit toll lanes of the 73, 133, 241 and 261 Toll Roads (“The Toll Roads”). If you are applying for a new account, this Agreement accompanies and is part of your account application. Your submittal of an application constitutes your acknowledgment and consent to this Agreement. If you have an existing account, your continued use of The Toll Roads constitutes your acknowledgment and consent to the terms in 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 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 and you will be deemed to have waived any right to contest the charges on any basis.

You agree to allow the California Highway Patrol to make reports of incidents on the 73, 133, 241 and 261 Toll Roads available to TCA.

MINIMUM ACCOUNT BALANCES, TOLLS AND FEES [ALL ACCOUNT TYPES]

• You agree to maintain your account balance and/or a valid method of payment, in order to pay tolls and fees associated with usage of your account. As used in this Agreement, the term “your usage” includes usage of a transponder or vehicle associated with your account by you or any other person.

• If you selected the credit card or electronic check payment option, you authorize TCA to process toll payments individually, or in batches, or to replenish your prepaid account by charging the minimum replenishment amount of $30 or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance for a prepaid account is equal to $10 or one third of your average monthly toll usage, whichever is greater.

• You agree that your account may be suspended in the event that your chosen payment method is rejected by the issuer or your bank on more than one occasion for any reason.

• 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 one third of your average monthly toll usage or $15, whichever is greater.

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, application or performance of a transponder issued to you by TCA. 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 use, application, or performance of a 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.

If TCA requests, or if you wish to terminate this Agreement, your toll account balance less any amounts owed to TCA will be refunded to you within 21 days unless otherwise notified.

CHANGES

TCA reserves the right to change the terms of this Agreement and our policies, fees 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 toll transactions being processed as violations under California Vehicle Code §§ 40250-40273 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law. Streets & Highways Code § 31490 places limitations on how a transportation agency can use certain personally identifiable information. Notwithstanding § 31490, you agree that TCA may transmit any information it deems necessary to any entity or individual so long as it is for the purpose of interoperability, or the collection or enforcement of tolls, fees, fines and penalties.

COMMUNICATIONS

You agree that TCA may, at its discretion, send surveys to the email address associated with your account.

Please address all correspondence to:

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

Telephone: (949) 727-4800

Website: TheTollRoads.com

PRIVACY POLICY

TCA’s privacy policy is available on TCA’s website at TheTollRoads.com/privacy.

* Tolls and fees in effect are listed on the TCA’s website: TheTollRoads.com. However, the absence of this information from the website at any time does not affect our right to impose charges in accordance with this Agreement