

## **RIDERSHIP AGREEMENT**

**Effective Date:** September 1, 2018

**Parties:** Cowlitz Transit Authority  
d/b/a RiverCities Transit  
254 Oregon Way  
Longview, WA 98632

and

Lower Columbia College  
1600 Maple St.  
Longview, WA 98632

### **RECITALS:**

A. Whereas Cowlitz Transit Authority ("CTA") provides public transportation services in the Longview-Kelso area and wishes to expand their ridership as well as conduct on-campus marketing at Lower Columbia College ("LCC") ; and

B. Whereas LCC is interested in providing its faculty, staff, employees and student body with the ability to ride public transportation in the Longview-Kelso area free of charge; so

C. THEREFORE, for the consideration and mutual promises described herein, the parties agree as follows:

### **AGREEMENT:**

1. CTA will provide LCC faculty, staff, employees and student body with free fares for all of CTA's regular routes in the Kelso-Longview area. LCC faculty, staff, employees and students must present valid LCC identification to receive the free fares. LCC faculty, staff, and employees must display their yearly LCC identification cards. LCC students must display their student identification cards with a valid ASB sticker showing they are a current student. All LCC faculty, staff, employees and students must abide by the CTA rules of conduct. CTA can deny ridership to anyone not displaying the proper identification or not abiding by the CTA rules of conduct without being in breach of this agreement.

2. LCC will pay CTA a one-time payment of six thousand seven hundred fifty-two dollars (\$6,752) on the effective date of this agreement.
3. LCC will allow CTA to conduct marketing and outreach on LCC's campus.
4. CTA will track all ridership of LCC staff and students.
5. The term of this agreement, or the period that LCC staff and students may receive free fare, will begin on September 1, 2018, and end on August 31, 2019. The parties agree to renegotiate this contract every year on May 1<sup>st</sup>.
6. Choice of Law. The parties agree that the laws of the State of Washington shall control any interpretation or construction of this Agreement, or any claim or cause of action related thereto.
7. Choice of Forum. The parties agree to arbitration any dispute regarding this matter in Longview, Washington.
8. Attorney Fees. In the event of any action to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the non-prevailing party.
9. Entire Agreement. The parties agree that this document sets forth the entire agreement and understanding between the parties regarding the subject matter of this Agreement, and that there have been no other promises or inducements, oral or written, given by any party or representative thereof to the other to enter into this Agreement.
10. Multiple Counterparts. This Agreement may be executed by facsimile signature of the parties on separate signature pages, each of which shall be deemed an original for all purposes.
11. Representation. THE PARTIES WARRANT THAT THEY HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND ALL OF ITS TERMS AND PROVISIONS, HAVE CONSULTED WITH THEIR RESPECTIVE COUNSEL OR HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL AND SIGN THE SAME VOLUNTARILY WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE FULLY AND LEGALLY BOUND BY ITS TERMS.

The parties have executed this Agreement to be effective upon signing by all parties identified forthwith.

Dated this 28th day of November, 2018.

\_\_\_\_\_  
Cowlitz Transit Authority  
d/b/a RiverCities Transit  
254 Oregon Way  
Longview, WA 98632

Date Signed: \_\_\_\_\_

  
\_\_\_\_\_

Date Signed: 12/04/18

Lower Columbia College  
1600 Maple St.  
Longview, WA 98632