

DOC # 0717912  
02/12/2008 10:20 AM Deputy: GB

OFFICIAL RECORD  
Requested By:

DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: FEBRUARY 11, 2008

Recording Requested By:

Name: SCOTT MORGAN, PARKS & RECREATION

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 4 Fee: 0.00  
BK-0208 PG- 2527 RPTT: 0.00



AGREEMENT #2008.024

(Title of Document)

# BLUEGO KINGSBURY EXPRESS

## Agreement for Sale of Passenger Passes for Kingsbury Express

THIS COMMUTER BUS PASS SALES AGREEMENT ("Agreement") is entered into this date February 7, 2008 by and between Aztec Transportation Service, P.O. Box 21204, Carson City, Nevada, 89721, (775) 883-2100, (hereinafter "ATS"), and Douglas County, P. O. Box 218 Minden, NV, 89423 phone-782-9828, fax 775-782-9844 (hereinafter "Vendor").

### RECITALS:

1. ATS is a duly qualified passenger bus company holding all requisite operating authorities including interstate authority, to transport passengers between the Gardnerville/Minden area of Nevada and the Stateline area of Nevada/California, on scheduled routes (hereinafter "Kingsbury Express"). ATS is the operator of the Kingsbury Express service under contract with BlueGO Coordinated Transit System Management Company, hereinafter referred to as "CTS/MCO."
2. Vendor is a company or agency located in the proximity of Kingsbury Express, and wishes to promote the use of such public transit and to provide a point of sale for Kingsbury Express transit passes (hereinafter "Passes") to its employees, customers and the general public.
3. ATS and Vendor are entering into this Agreement to set forth the terms by which ATS will operate Kingsbury Express and Vendor will provide and maintain at its place of business a point of sale for Passes to passengers of Kingsbury Express (hereinafter "Pass Holders").

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, ATS and Vendor agree as set forth herein and on Page 2 below.

Vendor requests the following initial inventory of Passes for resale to its employees, customers and the general public, and may order additional Passes as provided herein. Each month Vendor will tally its receipts for sale of Passes for the previous month and mail to ATS its check for the full amount of same less 10% administrative Fee for each paid Pass by the 15<sup>th</sup> of the following month.

The subject transactions:

(Number of 10-Ride Passes) \_\_\_\_\_ @ \$22.00 = \$ \_\_\_\_\_ Serial Nos. \_\_\_\_\_ to \_\_\_\_\_

(Number of 1-Month Passes) \_\_\_\_\_ @ \$90.00 = \$ \_\_\_\_\_ Serial Nos. \_\_\_\_\_ to \_\_\_\_\_

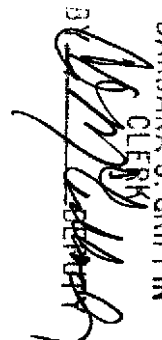
(Number of 3-Month Passes) \_\_\_\_\_ @ \$260.00 = \$ \_\_\_\_\_ Serial Nos. \_\_\_\_\_ to \_\_\_\_\_

**DUE 15th NEXT MONTH FOR PASSES SOLD** \$ \_\_\_\_\_ less 10% Admin. fee each = \$ \_\_\_\_\_

Vendor authorizes the following contact person(s) to order additional Passes via fax to (775) 883-2100 or via e-mail to [BusRental@aol.com](mailto:BusRental@aol.com).

Scott Morgan, Community Services Director

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2008 FEB 11 PM 12:08  
BARBARA J. GRIFFIN  
CLERK



ATS AGREES:

1. To authorize Vendor to sell Passes to its employees, customers and to the general public.
2. To provide Passes to Vendor for sale to others in suitable quantities to meet demand.
3. To provide to Vendor marketing materials, e.g., bus schedules, desk displays, bulletin-board & other flyers.
4. To maintain all requisite operating authorities including interstate authority, to transport passengers between the Gardnerville/Minden area of Nevada and the Stateline area of Nevada/California, on scheduled routes.
5. To indemnify and save and hold the Vendor, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement.

VENDOR AGREES:

1. To identify in writing or e-mail to ATS the contact person(s) for all communications and delivery of Passes if other than those set forth on Page 1 above.
2. To be responsible for the full face value of any inventory of Passes received from ATS. Vendor, absent any negligence, is not responsible for the value of the Passes if they are stolen, destroyed or other disposition.
3. To not sell the Passes at a higher price than the face value as set by CTS/MCO and ATS.
4. To participate at no expense to itself in any special discounts and promotions offered according to a plan that is mutually agreed upon by CTS/MCO and ATS, and attached as an addendum to this Agreement.
5. To display Kingsbury Express marketing materials at Vendor locations.
6. To allow Vendor's name to be used in general Kingsbury Express advertising.
7. To keep true and accurate records of the sales of Passes described in this Agreement in accordance with generally accepted accounting practices and to allow an agent of ATS to review such records from time to time at their mutual convenience.

THE PARTIES FURTHER AGREE:

1. The services called for under this Agreement shall be provided during the following term, anticipated to begin February 8 2008 and operate until December 31, 2011. Either party may terminate this Agreement on 30-day written notice to the other party. Any fees due one party from the other shall be paid upon termination.
2. The valuable consideration in this Agreement to each party are a) the availability of Kingsbury Express public transit service and the convenience of purchase of Passes by employees, customers and the general public located in the proximity of Kingsbury Express and b) the 10% Administrative fee retained by Vendor.
3. ATS may provide to Vendor written Policies & Procedures which shall be part of this Agreement.
4. Vendor may at its sole discretion participate in job-related transit costs for its employees, with certain tax benefits as provided under IRC Section 132(f). No action need be taken in such matters by ATS.

**5. GUARANTEED RIDE HOME**

ATS will provide Guaranteed Ride Home service (hereinafter "GRH") during its mid-day gap in scheduled service, available only in the eastbound direction, from the Stateline area to the designated stops in the Minden/Gardnerville area. GRH is intended to provide expedient service for employees who need to get home for emergency purposes, e.g., a sick child. An employee using the GRH program must a) be the holder of a current Kingsbury Express ticket or pass and b) first be cleared by their supervisor or human resources officer who will contact ATS directly to arrange pick-up place and time.

*Handwritten signature*  
2

6. Vendor shall provide all services under this Agreement as an independent contractor on behalf of its employees, customers and the general public, and not as an employee of ATS. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

7. ATS shall neither assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior written consent of the Vendor.

8. This agreement constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

FOR ATS

By

[Signature]

FOR Douglas County, NV

By

[Signature]

Its

Sales  
2/16/08

Chairman Douglas County Board of Commissioners

##

SEAL

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

February 11, 2008

GRIFFIN Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By

[Signature]

Deputy

