



MIAMI-DADE PARKS, RECREATION AND OPEN SPACES RICKENBACKER AND VENETIAN CAUSEWAY ANNUAL PLAN USER AGREEMENT

I. **TERMS AND CONDITIONS:**

The following is the agreement between the parties relating to the use of the County annual plans at the Rickenbacker and Venetian Toll Plazas. The words "we", "us", "our" and "our department" means the Miami-Dade County Parks, Recreation and Open Spaces Department.

1. **License.** Subject to the terms of this Agreement, dependent upon payment, we agree to license you a discount annual plan linked to your SunPass account which you may use to gain access to the Rickenbacker or Venetian Toll Plazas hereinafter called the "Toll Plaza". This license is not transferable.

2. **Use of the SunPass Linked to a Rickenbacker or Venetian Annual Plan.**

You agree:

- a. To only use the SunPass registered in connection with the vehicle listed on the Causeways Annual Plan. The registered SunPass device can not be moved from vehicle to vehicle.
- b. to be responsible for maintaining the SunPass device on your windshield, in accordance with the Florida Department of Transportation guidelines. Placing the SunPass in an improper manner may result in an improper reading.
- c. that the discount rate obtained through the Annual Plans will solely apply to the toll plaza registered in the customer's account, any other transaction executed at a different toll facility will be processed as a regular SunPass transaction and the proper toll fare will be deducted from the SunPass account.
- d. to comply with all applicable traffic laws including but not limited to speed limit restrictions, as well as rules of the Parks, Recreation and Open Spaces Department.

3. **Annual Plan Registration and Renewal. Customers** subscribing to a Causeway Annual Plan will abide by the terms and conditions described below:

- a. To have a prepaid SunPass account in good standing at all times. Failure to maintain the SunPass account in good standing will invalidate your Annual Plan; SunPass or Toll-By-Plate charges will apply.
- b. At the time of enrolling in a specific Causeway Annual Plan or to renew your current account, you agree to provide the documents required for the Causeway Plan you are applying for, see Section II (2) " Plan Requirements".
- c. Commercial vehicles not physically based in Key Biscayne are excluded from any discount plan.
- d. You agree to pay us the appropriate annual fee at the time of enrolling in an Annual Plan or at the time of renewal of your current plan. Fees are not prorated. Failure to renew on time will result in SunPass or Toll-By-Plate charges as applicable.
- e. You agree to immediately update your account information with SunPass and the County as soon as you change: device, vehicle, license plate. Failure to update your information will result in SunPass or Toll-By-Plate charges as applicable.
- f. Payments can be made through credit card (Amex, Discovery, Master Card, and Visa) and personal checks.

4. **Violation of Terms and Conditions.** Failure to abide by any of the terms and conditions stated in this agreement will terminate your current license for the discount Annual Plan (immediately disqualify your device for any annual discount plan) and (any) toll trip

transactions executed thereafter will be processed through the State SunPass or Toll By Plate program (with all applicable fee) as stated in the SunPass Business Rules. See link: <https://www.sunpass.com/customerAgreement>

5. **Termination of Annual Plan / Refunds.** You may terminate your Annual Plan within 5 business days of your enrollment or renewal date. If the amount paid for your annual plan exceeds the dollar value of your trips to date, then a refund under the account holder's name will be issued for the difference. Once the 5 days have expired no refunds will be issued

6. **Defective SunPass.** Using a defective device, in an improper manner may cause miss-reads or not reading at all of your transponder, please follow the instructions stated in the SunPass User Agreement see the following link: <https://www.sunpass.com/customerAgreement#section13>

7. **Miscellaneous.**

- a. You agree that the toll plaza has no obligation or liability to you with respect to your use or the performance of the SunPass. You agree to indemnify and hold harmless from and against any and all damages, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the SunPass device.
- b. A returned check fee, in accordance with the requirements of Florida State Law, will be required from you if any check you give us is not paid on demand by your bank. Trips performed while you correct the situation will be charged at the regular SunPass or Toll-By-Plate applicable rate.
- c. We may change the terms of this Agreement at anytime by providing written notice to you. If your device is used after you receive notice of the new terms, you will be bound by the new terms. For purposes of this Agreement, you will be deemed to have received notice ten days after the same shall be deposited with the United States Postal Service or in any receptacle thereof, postage prepaid, addressed to you at the address for you that appears on our records.
- d. You agree to pay all costs, including attorney's fees, incurred by us to enforce the terms of this Agreement.
- e. If for any reason your account is insufficient to pay any amounts payable by you to us, you will remain liable to us for such amounts. The exclusive venue if any lawsuit or action relating to this agreement shall be a court of competent jurisdiction located in Miami-Dade County.
- f. This Agreement shall be deemed to have been executed in Miami-Dade County, Florida and all questions of interpretation shall be governed by and construed in accordance with the laws of the State of Florida.
- g. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

8. **Valid Dates:** Rickenbacker and Venetian Plans are valid from October 1st, through September 30th. **These plans are not transferable.**

II. **CHARGES.**

1. **Plan Types** Annual Plan types and rates:

| Type of Annual Plan | Rate | Toll Plaza |
|---------------------|--------|--------------|
| Resident | \$ 24 | Rickenbacker |
| Commuter R | \$ 60 | Rickenbacker |
| For Hire | \$ 120 | Rickenbacker |
| Recreational | \$ 120 | Rickenbacker |
| Venetian Owners | \$ 0 | Venetian |
| Commuter V | \$ 90 | Venetian |

Annual Plan will not be pro-rated at any time.

2. **Plan Requirements**

a. **Rickenbacker Resident**

Proof of Residency is required; customer must provide the following documents. (All documents must be under applicant's name and reflect Key Biscayne residential address.)

- Current Vehicle Registration
- Utility Bill (current within 2 months)
- Driver's License issued after 2012

Two party vehicle rentals are not allowed.

Vehicle: Eligible to a non-commercial two axle passenger vehicle.

b. **Rickenbacker Commuter/School**

- Proof of employment in the form of: pay stub reflecting a Key Biscayne business address (only one vehicle per employee), or current student ID with student schedule or school letter verifying enrollment in any of the schools located on Key Biscayne or along the Causeway.
- Current Vehicle Registration under applicant's name

Two party vehicle rentals are not allowed.

Vehicle: Eligible to a non-commercial two axle-passenger vehicle.

c. **Rickenbacker For Hire**

Vehicle: Eligible to a two axle taxi based on Key Biscayne.

d. **Rickenbacker Recreational Plan**

The Recreational Plan is only available to those currently enrolled and will terminate if an account is not renewed by the expiration date of September 30. Limited to a 2 axle vehicle pulling a one axle trailer only.

e. **Venetian Property Owner**

- Proof of Ownership is required; customer must present property tax bill or warranty deed.
- Valid Registration: The vehicle must have a current registration and be registered under a property owner's name.
- Two party vehicle rentals are not allowed.

f. **Venetian Commuter**

Plan restricted to persons renting or employed on one of the six Venetian Islands or residing in the Sunset Harbour community. Proof of residency or employment is required:

Residents

All documents must be under applicant's name and reflect Venetian residential address

- Utility Bill (within 2 months)
- Valid Driver's License dated after 2012
- Current Vehicle Registration

Two party vehicle rentals are not allowed.

Employees

- Proof of employment in the form of a pay stub reflecting Venetian Causeway business address
- Current Vehicle Registration must be under applicant's name (only one vehicle per employee),

Two party vehicle rentals are not allowed.

Vehicle: Eligible to a non-commercial two axle-passenger vehicle.

The department reserves the right to request additional and or alternative information to verify eligibility and has discretion in determining eligibility.

3. **Lost or Stolen SunPass.** If your device is lost or stolen, please notify us immediately.

Please refer to the SunPass User Agreement section 11, see link below:

<https://www.sunpass.com/customerAgreement#section11>

4. **Toll Rates per Trip outside the discount annual plans**

Prices subject to change by Board of County Commissioners at any time.

Rickenbacker

| # of Axles | SunPass | Toll-By-Plate |
|------------|----------------------------|----------------------------|
| 2 | \$2.25 | \$3.00 |
| 3 | \$13.50 | \$16.00 |
| 4 | \$16.70 | \$19.75 |
| 5 | \$20.25 | \$24.00 |
| | \$4.05 per additional axle | \$4.20 per additional axle |
| | TOLL-BY-PLATE invoice fee | \$2.50 |

Venetian

| # of Axles | SunPass | Toll-By-Plate |
|------------|----------------------------|----------------------------|
| 2 | \$2.25 | \$3.00 |
| 3 | \$3.80 | \$4.90 |
| 4 | \$5.00 | \$6.50 |
| 5 | \$6.30 | \$8.15 |
| | \$1.10 per additional axle | \$1.50 per additional axle |
| | TOLL-BY-PLATE invoice fee | \$2.50 |

Venetian Weight Restrictions: For weight restrictions along the Venetian Causeway please contact the Miami-Dade Department of Transportation and Public Works, Bridge Engineering Section at (786) 469-5264.

III. **DEFINITIONS:**

1. "Account" shall mean a record of a customer's device, vehicle, and eligibility under this agreement.
2. Device – SunPass Electronic device used to pass through the toll plaza.
3. Toll-By-Plate. Method of payment used at SunPass lanes by customers who do not have a valid SunPass device.

To sign up/sign in to your annual pass account please visit:

www.causewaystoll.com

RICKENBACKER AND VENETIAN TOLL PLAZAS

CUSTOMER ASSISTANCE

If you need assistance with your application, please contact us at:

(305) 854-2468 or (305) 579-5436

mdctollsinfo@miamidade.gov

Monday-Friday

8 am-noon, 1pm- 5 pm