

LAKE OF THE OZARKS COMMUNITY BRIDGE

P.O. Box 39
Lake Ozark, MO 65049

Phone: (573) 374-9341 Fax: (573) 374-9742
Email: katmat47@yahoo.com
On-Line Account Access: www.LOCB.INFO

APPLICATION FORM
PREPAID TOLL ACCOUNT

To apply for a Prepaid Toll Account, fully complete the information below. We will process your account as quickly as possible. Before completing, please read the attached Prepaid Toll Agreement.

Company (Customer) Name _____

Mailing Address _____
Box or Street City State Zip Code

Contact Person _____ Title _____

Telephone _____ Fax _____ Email _____

Bank Reference _____

\$ _____ Estimated Monthly Use

\$ _____ (\$3.00 per card) Number of Prepaid Toll Cards Requested _____

Pick-Up at Booth _____ or Mail _____

\$ _____ Total Payment Check No. _____ (Make check payable to LOCB)

The undersigned understands and agrees that based on the Bond Indentures of the Lake of the Ozarks Community Bridge, no prepaid account is to be considered a charge account, since tolls are not allowed to be in arrears.

The undersigned has also read the attached Prepaid Toll Agreement and agrees to the following terms and conditions.

This agreement entered into by the undersigned on the _____ day of _____, 20____.

Signature of Company Official (Customer) Authorizing Account:

Title _____

_____ Date _____
(LOCB Approval Signature)

(PLEASE RETURN THIS SHEET AND THE FIRST PAYMENT TO OPEN YOUR ACCOUNT TO THE ADDRESS ABOVE, OR GIVE TO TOLL ATTENDANT IN BOOTH)

PREPAID TOLL AGREEMENT

Toll Rates In Season: Passenger car, van, pickup, or motorcycle - \$3.00; Passenger car, van, pickup, or motorcycle **with** trailer - \$4.25; two-axle and three-axle truck or bus - \$5.00; four-axle truck - \$6.50; five-axle truck - \$8.00; truck with six or more axles - \$9.50

Out of Season: Passenger car, van, pickup, or motorcycle - \$2.00; Passenger car, van, pickup, or motorcycle **with** trailer - \$2.75; two-axle and three-axle truck or bus - \$3.50; four-axle truck - \$4.50; five-axle truck - \$5.50; truck with six or more axles - \$6.50

Current Check Return Fee = \$20.00

Special Statement Fee = \$2.00

Rates are subject to change by the LOCB Board of Directors in accordance with the bond covenants.

Prepaid Toll Agreement

These terms and conditions, along with your application, constitute your Prepaid Toll Agreement made and entered into by and between you (the "customer") and the Lake of the Ozarks Community Bridge (LOCB), under the laws of the State of Missouri. Failure to abide by the provisions herein may result in the loss of the right to continue using a Prepaid Toll Account. Nothing in this Agreement releases the Prepaid Toll Customer from fines resulting from failure to abide by applicable state or local laws or regulations.

1. Agreement

Subject to the terms of this agreement, the LOCB agrees to provide Prepaid Toll Accounts to customers which may be used to obtain passage on the toll bridge (known as the Lake of the Ozarks Community Bridge).

2. Use of Prepaid Toll Revenue Cards

- All new cards will be picked up at LOCB or mailed to the applicant's address.
- Customer agrees to have valid card available at all times when using toll facility and accepts full responsibility for paying full cash fare for trip, if card is not in customer's possession.
- Customer agrees to use card for payment of tolls for only one vehicle at a time.
- Each card remains the property of the LOCB, but will remain in the customer's possession unless a violation occurs or customer discontinues use of the program, or the Toll Agreement is terminated in accordance with the provision herein. The customer is solely responsible for the cards issued to his account.
- The LOCB reserves the right to change these terms and conditions at any time by providing the customer with written notification.
- Customer agrees that the LOCB will have no obligation or liability to the customer with respect to the customer's use or performance of the card. Customer agrees to indemnify the LOCB and hold harmless from and against all damage loss, cost, expense or liability relating to, arising from, or as a result of the use of said card.
- Use of the card at the LOCB Toll Facility acknowledges the customer's agreement to comply with all the procedures, conditions, and rates established by the LOCB for the use of card.
- Bond covenants of the LOCB do not allow accounts to be in arrears.

3. Prepaid Toll Account

Customer agrees to maintain a Prepaid Account with LOCB to cover applicable tolls, charges, and fees. No interest will be paid on prepaid account balances.

4. Opening a Prepaid Toll Account

Customer will open a prepaid account by payment to the LOCB of one month estimated toll usage, plus \$3.00 for each card to be issued. Payment will be made either by check or cash.

5. Low Balance

An Account becomes low balance whenever the balance falls to less than one-half of its monthly estimated usage. Customers will receive their username and password information to access their account on-line at www.LOCB.INFO when they receive their new toll cards. Account balance information is also available when a receipt is requested going through the toll booth.

6. Account Replenishment

Whenever the prepaid balance falls below one-half the established deposit, the customer must remit payment to the LOCB Office, P.O. Box 39, Lake Ozark, MO 65049 or be given to the toll booth attendant either by cash or check immediately. We do not accept Debit or Credit Cards. This amount may be adjusted based on customer's usage patterns to ensure that replenishment occurs no more than once per month. Please put your Prepaid Toll Account # on your check memo line. Customers may check their balances and print statements by accessing their on-line account at www.LOCB.INFO. You cannot make payments into this account at this time.

7. Tolls – Charges and Fees

Customer Prepaid Account will be reduced for:

- A. Applicable toll charged each time card is used
- B. Issuance of new or replacement cards, if necessary
- C. Special statement fees (\$2.00) – any other fees or costs chargeable under the agreement, including return check fees.

8. Lost, Stolen, or Damaged Cards

Customer must notify the LOCB immediately of any lost, damaged, or stolen cards identifying such card by number. Until the LOCB is notified, CUSTOMER WILL CONTINUE TO BE RESPONSIBLE FOR CHARGES RESULTING FROM USAGE. Once notified, the LOCB will INVALIDATE THE CARD. Immediate notification must be followed up in writing. The LOCB will issue the customer a replacement card upon payment of \$3.00 per card.

9. Termination

LOCB and/or customer may terminate this agreement at any time. Customer is required to send a letter requesting the closing of their account. A refund will be processed within 30 days for any remaining balance in the customer's account, less any amounts owed under this agreement. If the customer's account balance is insufficient to cover charges, customer will be liable for all such amounts and may become liable for additional service charges, fines, or penalties in accordance with applicable law, if such unpaid charges are not promptly paid. Accounts with NO ACTIVITY for six months will be closed.

10. Customer agrees to indemnify and pay all cost, including attorney fees, incurred by LOCB in enforcing this agreement.

11. Customer shall inform LOCB in writing of any changes in the information set forth in the Prepaid Toll Agreement provided herein and specially shall immediately notify the LOCB of any address changes.

12. For the purpose of giving any and all notice(s) to the LOCB required under the provisions of this agreement, customer shall use the following address:

LOCB – Prepaid Toll
P.O. Box 39
Lake Ozark, MO 65049

13. The captions used in this agreement have been inserted for convenience and for reference only and shall not be deemed to limit or define the text of this Agreement.

14. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.