

Terms and Conditions

FAREPAY Card Terms and Conditions

The FAREPAY Card¹ is UTA's fare media for use on fixed-route buses, TRAX, FrontRunner, streetcar, Ski bus, and UTA On Demand. It uses account-based technology to load and store funds for fare payment. The FAREPAY Card does not entitle its user to a specific fare price or fare program. UTA reserves the right to increase fares and the cost of fare programs in accordance with applicable laws and regulations. FAREPAY Cards cannot be redeemed for cash.

The terms and conditions set forth in this document constitute your FAREPAY Card Agreement ("Agreement") and apply to all activities associated with the use of your FAREPAY Card. These activities include, but are not limited to, purchasing, activating, registering, using, reloading, transferring funds, and cancelling your FAREPAY Card. Please read the Terms and Conditions carefully and keep a copy for your records. By acceptance, retention, or use of your FAREPAY Card, the FAREPAY Card holder and all FAREPAY Card users agree to all terms and conditions of this document.

Types of FAREPAY Cards

FAREPAY Cards. FAREPAY Cards are available for use throughout UTA's fixed-route system and are subject to the Terms and Conditions described in this document.

FAREPAY Cards enrolled in a reduced fare program Certain individuals may qualify for a reduced fare program under Federal Transit Administration programs or other UTA reduced fare programs.

Qualifying individuals must renew their eligibility for Reduced Fare. FAREPAY Cards enrolled in a reduced fare program are valid for use only by the individual to whom the FAREPAY Card is issued. UTA will confiscate and may suspend the use of improperly used FAREPAY Cards. If your reduced fare eligibility expires, your FAREPAY Card balance will remain available, but future rides will be charged at the regular FAREPAY fare until eligibility is renewed. UTA will make reasonable efforts to provide notice of expiring eligibility beginning 30 days prior to their reduced fare expiration. During this period, a yellow light on the card reader will indicate that renewal of eligibility will be required.

Purchasing your FAREPAY Card

FAREPAY Card Purchase locations.

- Ticket vending machines (TVMs), which are found at [every FrontRunner, TRAX, and streetcar station](#)
- [Customer Service Locations](#)
- The [Buy a Pass](#) webpage
- [Local FAREPAY Vendors](#)

FAREPAY Card Cost. The FAREPAY Card costs \$3.00. The \$2.00 cost for FAREPAY Cards enrolled in a reduced fare program is currently waived. If a customer is approved for a reduced fare program after purchasing a FAREPAY Card

Commented [JM1]: You use the word "Agreement" in the footnote, but is this document actually an agreement or instead a statement of the terms and conditions for the FAREPAY card? If the answer is the latter, then we should just refer to this as a document, not an agreement. But, if it's the former, then that's fine, but let's put the word "agreement" in the title at the top and define it in the first sentence.

Commented [TC2R1]: I changed the word agreement in the foot note to document. Good catch!

Commented [JM3]: Is this accurate? Is it a webpage?

Commented [TC4R3]: Yes. Webpage is correct.

¹ For purposes of this document, the term FAREPAY Card includes both FAREPAY Cards and FAREPAY Cards enrolled in a reduced fare program except where specifically noted.

at the regular cost, then the card purchase fee may be credited back to the card's stored value. For additional information, see the Fees and Limits section below.

All Sales are Final. Unused FAREPAY Card balances are generally non-refundable except in specific circumstances such as fraud enforcement actions, legal requirements, or UTA-approved exceptions.

Activating your FAREPAY Card.

Most FAREPAY Cards are activated immediately upon purchase. In rare cases, activation may take up to 12 hours.

Using your FAREPAY Card

To use your FAREPAY Card on fixed route buses, streetcars, TRAX, FrontRunner, Ski bus, and UTA On Demand, tap your FAREPAY Card on a card reader located at rail stations and inside the bus doors when you are boarding and tap off as you exit. If your FAREPAY Card is valid for payment, the card reader will display a green light or a yellow light if reduced fare eligibility expires within 30 days. If your FAREPAY Card has insufficient funds for your trip or if there is another problem with your FAREPAY Card, the card reader will display a red light. Damaged FAREPAY Cards may not display light at all and need to be replaced. If for any reason the FAREPAY Card is not accepted as fare payment, the user will be required to pay the fare in cash or in some alternative means.

The proper use of the FAREPAY Card allows you to receive fare capping (daily and weekly fare maximum limits that vary by mode), and free electronic transfers. Once you reach the daily or weekly fare cap, additional rides during that period are free. Fare caps are subject to change and current cap amounts are published on [rideuta.com](https://www.rideuta.com).

For distance-based fares, such as FrontRunner, the failure to tap off will result in your FAREPAY Card being charged the maximum possible fare for that trip. For additional information on tapping on and off and travel on the UTA system, see UTA's Electronic Fare FAQs at <https://www.rideuta.com/Fares-And-Passes/Electronic-Fares/FAQs>.

Registration. Registering your FAREPAY Card gives you access to balance protection for lost and stolen FAREPAY Cards, automated reloads, and online balance transfers. You can register your FAREPAY Card at [FAREPAY.rideuta.com](https://farepay.rideuta.com) by providing a valid name, email address, password, and answers to three security questions. You can register and link up to ninety-nine FAREPAY Cards. By registering your FAREPAY Card, you agree to update the registration information you provide so that it remains current. Failure to maintain current registration information may limit account recovery, lost card protection, or other account services, including but not limited to cancellation of your FAREPAY Card. FAREPAY Card. All information that you provide in connection with the registration of your FAREPAY Card is subject to investigation and verification. We may decline to register a FAREPAY Card if the information provided is invalid or fraudulent. If you would like to permanently transfer your registered FAREPAY Card to another user or otherwise dispose of it, you can remove the registration on your FAREPAY Card at [FAREPAY.rideuta.com](https://farepay.rideuta.com).

Minimum Amount to Ride. You must have adequate funds available on your FAREPAY Card to pay for your trip. The minimum balance required depends on the service being used and current fare rates. See UTA's [current fares](https://www.rideuta.com/current-fares) located at [rideuta.com](https://www.rideuta.com) and FAREPAY Frequently Asked Questions located at [FAREPAY.rideuta.com](https://farepay.rideuta.com).

Multiple FAREPAY Card Users. FAREPAY Cards may be transferred to another person for future use. However, each rider must use their own FAREPAY Card while traveling. Fare capping and transfer benefits are calculated on a per-card basis and are not shared across FAREPAY Cards.

Commented [K-5]: May want to say "Fare caps are subject to change and current cap amounts are published on [rideuta.com](https://www.rideuta.com)"

Commented [K-6]: May be worth adding that Fare capping and transfer benefits are calculated on a per-card basis and are not shared across cards

FAREPAY Cards enrolled in a reduced fare program are not transferrable and can only be used by the person to whom the FAREPAY Card was issued.

Inspection. FAREPAY Cards are subject to inspection. You must present your FAREPAY Card to UTA Transit Police and authorized UTA representatives upon demand. FAREPAY Card users who fail to tap on will be subject to citations and fines pursuant to UTA's Amended and Restated Ordinances.

Checking Your Account Balance. You may check your FAREPAY Card balance and your loading and redemption history by telephone, at customer service locations, online at [FAREPAY.rideuta.com](https://farepay.rideuta.com) and at Ticket vending machines (TVMs), which are found at [every FrontRunner, TRAX, and streetcar stations](#).

Information Regarding Charges. Registered FAREPAY Card holders may obtain information regarding charges to their FAREPAY Cards and all linked FAREPAY Cards by contacting UTA's Customer Service at the phone numbers located at the end of this Document. However, FAREPAY Card holders with registered FAREPAY Cards who cannot provide the security verification information established at the time of the FAREPAY Card's registration will not have the ability to obtain information regarding charges on their FAREPAY Cards or their linked FAREPAY Cards.

Transaction Disputes. UTA reserves the right to correct the balance on your FAREPAY Card if it believes that a technical or accounting error has occurred. For disputes relating to your FAREPAY Card, please contact Customer Service at the phone numbers provided at the end of this Document.

Fees and Limits. The FAREPAY Card is subject to the following fees and limits.

FAREPAY Card Fees			
FAREPAY Card Purchase (Issuance Fee)	\$3.00		
FAREPAY Cards purchased and enrolled in a reduced fare program	\$2.00	Currently waived.	
FAREPAY Card Replacement	\$3.00		
FAREPAY Cards enrolled in a reduced fare program Replacement	\$2.00	Currently waived.	
FAREPAY Card Limits	Minimum	Maximum	
Activation amount at Local FAREPAY Vendors	\$5.00	\$500.00	Per transaction
Activation amount at Customer Service locations or TVMs	\$1.00	\$500.00	Per transaction
FAREPAY Card Reload Amount at Local FAREPAY Vendors	\$5.00	\$500.00	Per transaction
FAREPAY Card Reload Amount at Customer Service locations or TVMs	\$1.00	\$500.00	Per transaction
FAREPAY Card Redemption	\$0.01	\$500.00	Per day
Transfer amounts*	\$0.01	\$500.00	Per day

Account value	\$0.00	\$2,000.00	
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* When transferring funds between FAREPAY Cards, the originating card must retain a minimum balance of \$10.00 after the transfer is completed.

There are no fees charged for reloading a FAREPAY Card, transferring a balance to another FAREPAY Card, or shipping and handling for FAREPAY Cards purchased online.

FAREPAY Card Value. UTA's master record of a FAREPAY Card shall be conclusive evidence of the amount of remaining value on any FAREPAY Card.

Insufficient Funds.

If your FAREPAY Card balance becomes negative, it will be blocked for use (red light).

A blocked FAREPAY Card may be reactivated by adding enough funds to bring the balance above zero and cover at least one fare.

Commented [K-7]: What is the negative threshold? Does one negative trigger a block?

Commented [TC8R7]: Wording changed. Yes

Reloading your FAREPAY Card

Minimum Reloading Amount. UTA requires that a minimum of \$5.00 be added when reloading a FAREPAY Card at [Local FAREPAY Vendors](#) or \$1.00 at Customer Service locations and TVMs. You may load up to \$500.00 in cash value in each transaction, up to a maximum account value of \$2,000.00.

Automatic Reload. Registered FAREPAY Cards can be reloaded automatically by setting up your payment preferences online at [FAREPAY.rideuta.com](https://farepay.rideuta.com). FAREPAY Cards can be automatically reloaded when the balance falls below a certain threshold or on a weekly or monthly interval. You need a valid credit card to establish automatic reload payments.

Transferability, FAREPAY Card Replacement, Cancellation, Inactivity, and Expiration.

Transferability. FAREPAY Cards, both unregistered and registered, are transferrable unless they are FAREPAY Cards that are enrolled in a reduced fare program, which are not transferrable.

Lost and Stolen FAREPAY Cards

To protect your FAREPAY Card balance, if your registered FAREPAY Card is lost or stolen, you must notify UTA as soon as reasonably possible by calling Customer Service at the phone numbers provided at the end of this Document. You may also go to [FAREPAY.rideuta.com](https://farepay.rideuta.com) to report a lost or stolen FAREPAY Card. If a FAREPAY Card that has been reported as lost or stolen is later found and you wish to reactivate it, please contact Customer Service at the phone numbers provided at the end of this Document to protect your FAREPAY Card balance.

Your FAREPAY Card will be charged for rides taken until you properly notify UTA that your FAREPAY Card is lost or stolen. You will not be responsible for unauthorized use of your lost or stolen FAREPAY Card after you make a proper report to UTA. You will be charged a non-refundable replacement FAREPAY Card fee to replace a lost or stolen FAREPAY Card.

Registering your FAREPAY Card allows you to transfer the value from your lost or stolen FAREPAY Card to a replacement FAREPAY Card at the time UTA is properly notified that your FAREPAY Card is lost or stolen. If you have

not registered your FAREPAY Card, then the value remaining on a lost or stolen FAREPAY Card will not be available for transfer to a replacement FAREPAY Card.

Damaged FAREPAY Cards. FAREPAY Card holders may not alter the FAREPAY Card, including its graphics, and agree to take all reasonable measures to ensure that the FAREPAY Card is not tampered with.

If within one year of purchase your FAREPAY Card is defective and malfunctions for a reason unrelated to your use and care of the FAREPAY Card, you may return the FAREPAY Card to UTA, and UTA will transfer any remaining FAREPAY Card value to a new FAREPAY Card and will replace it at no charge. FAREPAY Cards that have had holes punched in them will be considered damaged and not defective. If UTA determines that the FAREPAY Card is not defective but has been damaged by you, you may request a new FAREPAY Card, but you will be charged the non-refundable replacement FAREPAY Card fee to receive the replacement FAREPAY Card.

UTA may block the use of your FAREPAY Card if you violate these Terms and Conditions. UTA may also block the use of your FAREPAY Card or request the surrender of your FAREPAY Card if it is used fraudulently. Any value remaining on your FAREPAY Card will be refunded to you after costs and fees have been paid under this Document.

Commented [K-9]: This is inconsistent with the statement above that all sales are final.

Inactivity and Expiration. Funds associated with FAREPAY Cards do not expire.

Individuals using FAREPAY Cards that are enrolled in a reduced fare program must renew their eligibility based on the following schedule:

- Senior – Eligibility ends 5 years from the date of issuance
- Disabled – Eligibility ends 5 years from the date of issuance
- Youth (ages 6-12) – Eligibility ends 5 years from the date of issuance or when the FAREPAY Card holder reaches 13 years of age
- Youth (ages 13-18) – Eligibility ends 5 years from the date of issuance or when the FAREPAY Card holder reaches 19 years of age
- Low Income – Eligibility ends 1 year from the date of issuance

When eligibility ends on a Reduced Fare enrollment, the funds associated with that FAREPAY Card do not expire, but the individual must renew their eligibility. If eligibility expires, the FAREPAY Card balance will remain available, but future rides will be charged at the regular FAREPAY fare until eligibility is renewed.

Privacy.

Your use of the FAREPAY Card is subject to the terms of the Privacy Policy. For more information, please refer to [this Privacy Policy](#) or call Customer Service at the phone numbers listed at the end of this Document.

Travel Data. When you ride UTA's system using your FAREPAY Card, the FAREPAY Card generates information about your travel as you tap on and off at card readers. For written documentation regarding Travel Data, FAREPAY Card holders must submit a Government Records Access and Management Act ("GRAMA") request to UTA. For information on how to submit a GRAMA request [click here](#).

Disclaimer/Indemnification. UTA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY WITH MODELS OR SAMPLES. YOU AGREE TO INDEMNIFY AND HOLD UTA HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, LOSS, COST, EXPENSE OR LIABILITY RELATING TO, ARISING FROM OR AS A RESULT OF YOUR USE OF THE FAREPAY CARD.

You agree to pay any costs, including reasonable attorneys' fees, incurred by UTA to enforce the terms of this Document.

Modification. UTA reserves its right to change these terms and conditions at any time without advance notice. If UTA decides to change our terms and conditions, it will post the new terms and conditions at [FAREPAY.rideuta.com](https://farepay.rideuta.com) for at least 30 days before they become effective.

Severability. The invalidity of any term or terms of this Document shall not affect the enforceability of any other term of this Document, all of which shall remain in full force and effect.

Regulations. The FAREPAY Card is subject to all applicable tariffs, terms, conditions, rules, regulations, policies, and procedures.

Arbitration Agreement. Any dispute arising out of or related to the purchase and use of the FAREPAY Card and any dispute arising out of or relating to this Document will be resolved by binding arbitration and shall take place in Salt Lake City, Utah. The parties shall select a mutually agreed upon arbitrator from the Utah State Courts roster of arbitrators. You acknowledge that arbitration replaces the right to go to court. You will not be able to bring a class action or other representative action in court nor will you be able to bring any claim in arbitration as a class action or other representative action. You will not be able to be part of any class action or other representative action brought by anyone else or be represented in a class action or other representative's action. You waive all rights that you would have had if you went to court, such as discovery or the right to appeal, and the right to bring claims in a court before a judge or jury and/or to participate or be represented in a case filed in court by others (including class actions and other representative actions.) Except as otherwise specifically provided, those rights are waived. The prevailing party in any action or proceeding to enforce this Document shall be entitled to costs and attorneys' fees.

Governing Law. This Document shall be governed and construed in accordance with the laws of the State of Utah.

Questions. Questions about these Terms and Conditions, UTA's Privacy Policy, or FAREPAY Card registration should be directed to Customer Service

- Salt Lake Area: 801-RIDE-UTA (801-743-3882)
- In State Toll Free: 1-888- RIDE-UTA (743-3882)
- Outside of Utah: 801-RIDE-UTA (743-3882)
- If you are deaf or hearing impaired and use either a teletypewriter (TTY) or computer equipment with TTY capability to place your telephone calls, dial 711 (Relay Utah) then give the Relay operator the Customer Service # 743-3882. Calls are also accepted using the video relay services if you have equipment available.

Commented [K-10]: Ask legal to review to make sure this is consistent with UTA policy, enforceable under law, applicable to minors and low income population.