



Minnesota Regional Transit
Board: Records.

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10/31

8:40

Marge Dalar, Lisa Raduony,
Sherry Munyon, Kathy Jeffreys,
Doree Jacobson.

SM rounded out info to mem.

SM pay - to be met
a lot ~~to~~ to be per week
or every other wk. + to
be met by Jan - by
early Dec.

LR int - I no formal of
the mtg - what a of
le. f.

SM Ideas, R. Deshore, MM
LRT? to
Push legislatively

LR + SM Disc - OPT-OUT is
& feathering &

SM - mention - to the com.
wants L com. ma to
disc their issues - their
respective commissions before
bring it to the com & the
leg. - I me so to the
Cities approve before its
draft before the leg.

LR. question - I MNT Trans. Alliances
real agenda - can we
count on them for support?

L.R. what are spend from L
MVET fund?

SM 53M of dys but a want
is 50M per yr.

JH Explan - the MVET fund.
break-down. - See p. 5.
the MVET is a dead horse.

LS

SM - We've had MVET yet
we've never really had MVET.

SM - So Fred Courzon says -
lets see if it really is dead.
If its not lets force it by
dedicate the funds of
transp from MVET. Or
if not well prove its
dead & not really a dead-
fund source, ~~prove~~ prove
its dead. & then we can
go after a realistic fund
source.

SM - Blues to depend on who's
the adm. & MA Dot Com.
to fund it start immediately
trans. - not ~~done~~,

buses, but other things to help transit.

SM - Tall road on 94 £ for Wic.

L.R. - tax ~~the~~ ~~RTB~~ 94 £ for Wic.

L.R. wants another word of dedicated bus & cont use the word in public. - Also I don't push LRT this sess. but concentrate on the other things. & make to clear to LRT is not necessarily considered transit yet.

SM - we need to make it clear to the leg. is aware of the RTB & not to make just LRT

LR Surg - to be at the
lex. together during special
sess. I disc what I
com. has come up -
recomdations - V (alter.
com. participate in this -
to I also stop I display
of serv.

L.R. pls I try orient ~~to~~ work
out state because MATF
is inactive in ~~the~~ out
state prog. (they v no
mns to do see) they
had prog up of more
fund, not less me fund
for me or btr prog.

D.J. - then all crooks!

L.R. e n do a we bl
lip metre - wd. ~~the~~
to find alternatives for
transit & e n d l advertise
it. - e sd forget about
what i e g l use l
more for. + just go n
get it! then e will
V it & c use it z
e gl pt. - e n d l
ll al long range plan.
In yrs l come will v
most l Pap. here in
the MA - all la more
be used throughout the
State l, west - & the
re sup here sl as
MM rd tra etc l be
really top -

L.R. DeCroner V be concept
but the others don't.

SM wants I put a date
of next meeting.

L.R. wants I drill down I com.
into 4 categories.

- 1) ^{hand} ~~ITSM~~ ^{sen} ~~mem~~ (RAC)
- 2) MM (TAAC)
- 3) O-O (Com. interest)
- 4) ~~DHS~~ / RTB Coord. ~~(RAC)~~

SM: There Nov 7 3:00
- Mail out a notice

3rd
Categorize
Prep for target
by a comp. M.

you ideas
on by intrins
to the 2 ways
we should to (1) (2) (3)
losses as
to 00 funds

W t

transport

on reg.

computer

conveys

my own

is Major Ch

of RTB former Ch Mr

DMSCID - past Dir's prop-

Dir. of VHF.

new is

it has been

absolutely

my attent to

essential

Mr Jones Dir

has a past to

1 mt 1

Dev a passage

mls of a

air serv. to

current

and provid splig -

market

facilities +

place.

capacity / very

persons -

15% or

sever disBs

only 42m

consider / difficulty

curors a

of persons -

severly disB

DisBs /

current FAA

Secure passage

regs allow

computer (airlink)

never I legally
deny I food
I persons —
des B. Thus
I and I fill
to sup of
by individuals
SC my myself
is a firm
is essential

Reply Mr
Lewis in this
in this regard
I met — success
my effort
I if I attend
I assist in
to regard I
be genuinely
Appre - by
I more person

— des B.
— a set
access an
travel
Try to you
consider you
can provide
me just
info,

S.

Roger Blodgett

Dr. M. Blodgett

Jim in receipt
of your 29
Oct 29. 29
in post box.
I U for W-
L full RTB
to the world

Try to be
concerned.

S.

Steve Dornfeld:

SPPP

Dr. Steve
a skt ml

vision
P.T.

ly yrt
ly yrt

or cont

mt - SH

LRT. in

& I yesterday

~~at best~~

althe in grounds

do l

cont - to secure

best of

LRT:

all water

of one trust

LRT

had this out

not com

to LRTB. my

on lin

purpose in

7-10 yr

mtg - of

in month

I leave by

LRTB as

the paper

a definitive

(U)

plan

to LRTB

SPC l

do a l continue

I would

I pursue

trust

of ~~over~~ 7 contour.
This plan requires
I growth in
Suburban comm.
to be redressably
& commercially,
& our need
I out inter-
intra-suburban
transport demands.

Set aside
inter-communication
kind up of
not passes
I hp from
it is even
able I present
you in a
pas. I relate
I directions
e offered.

Try for

kind of
I our
concern.
I am not
and of
me truly
editorial/
enclosure
at L
but simply,
you be
aware of
where
e a deal
at LRTB

W:R

Chans Adv.
"The Tree about MM!"

reel interest
By the RTB

Common method

by next,
him with a
line in

Q ust:

"I see ppl

to st present -

up MM

budget to MM

I go I ch

V led I more

doctors appt.

questions re

2 of I go

A st. fo

Drop I

law actually

movies spiders
etc. didn't

reps to I

e me. sure to

purify of PT

I must'ing

serv. of I

tips, bc

elderly handicap -

ch of

I doctor

This clip's adv

or less

happy I answer

core of feet

sw asc position

abt MM sw

Answer: I RTB

+ dispell sw

Out destroyed

between 1 purpose
of a MM trip.
The ip
go 1 miles
or be doctors
except all trip
reg sts must be
honored equally.
to's 1 low!

Question: I V
2 neighbors -
ft use MM
one is a millai
who sm ho
dr his own
car, 1 other
is a widow
on SS who
cant dr &
dont own an
auto. who
gets serv -
first?

answer:
both!
Stat & fed
law says
it clear to
ability of
MM's
nt bar -
or income
or the
y & dr
a car but
bas - Salary
or other
a indial
can use a
bus.

or several ~~houses~~ ^{houses}
to complete
on around or
around. In
an aptly
must be set
on Pt. (MM)

by who
cut use of
~~houses~~ is the
~~law~~ in
order order.
regardless of
no. trip
Sch. - by me
~~indiv.~~ indiv.
all must
be honor - That's
law!

Q: There's a
miss from
down I ble
from nose.

to in I fast
proof - transp
pervs. of their
residents.

last record
I note -
I over a
1/2 day MM
rebels
Pik - out
in full of
to must
home. Supp
I be read the
on a gap
out. Shint
to miss home
V I proof
their own
wasp f
- the redmt
be by did in

Post, why are
they using MM?

the law!

Answer: If a
person is eligB
to P.T. serv. (MM)
a digital rate by
regs must be
shown - unless

Q: - the RTB
has an
prod -
~~spec~~

by 1 st
leg - a
spec budget
of MM. to
amount may
not be
suffic (M)
lower (L)
cost of Ls
prod

the in
a part - b
by reg V
be prod - by
someone else
in the case
L must have
L (RTB) can
some dis
by more a
sp rate it
still must
prod. serv.
L by eligB
individ. That's

2. It currently
operates
through L
remainder of
L demand

why cont,
RTB grant
determine
no. days left
in budget
pro & offer
trips on a
first come first
serve bases?

A: MC bc
AFDC SS
or MA, MM
operates bc &
"entitled" prog.
RTB fund held
cont determine
level of
serv. all trip
reqs md by
by individuals
determine - be
certify - 3 elB,
legitimate serv.

areas must
be honored.
That's the law!

~~no~~ ~~offer~~
~~reduce~~
~~last~~ day
RTB
balance
budget of MM
must be
direct - toward
new serv
through
reduce
no. of individuals
eligB for
serv than
eligB criteria
or reduce
area of
serv.

Consider
budget shortfall
to Prog.
RTTB only
other activities
these intro
is to secure
a supplmtl
appropriation
by continue
prog. - out
re change.

me for
structure
has - on
I resp ~~for~~
in ADA
is law
Provides to
RTTB
ent chg
more low
twice I

2 most of
up aware
RTTB in
resp I a
find of test
discrimination by
DTR recently
reind - its
for increase
of MM and
Doprov - a

fore of
MM to
it offers
on reg. it.
buses.
for in
budget
RTTB
of funds to secure
supplmtl
approp

~~and~~ a result
of the rule +
of RTB
for revenue
a supplemental
appropriation
in its budget
of MM RTB
to be
for - to examine
either or both
reductions in
eligible areas
of serv.

Apply to
info I serve
to clarify some
basic issues
surrounding
provision by
RTB of MM
servs. in
com months

we intend to
work together
with DuBois
com. to
maintain a
vital prog.
of best a com
in order
provided by
state.

ch.
Res by Ed.

why / Hallway on string 1991
Set me St & mall
Dno fall accuently records
and

why This story part - 1
GTS change
the prov. on PT
over in ~~record~~ record
history and

why Employees of MTC
& ~~the~~ fellow regional
- trust providers
respond - to the change
- a every comb o
led above a bynet
- call up duty orp

why Examples of intel

determined by ~~public~~ ^{trust}
employees / provid
continued care just
in a number too get
1 identity.

Partners by / RTB to
extend bill
employees of / MTC
& its fellow providers
/ RTB since
gratitude & appreciation
their debt - serv
Other cities of /
Twin City MA due
to / of com. crisis
& commended them for
their commitment to
P.T.

" MM + The Law: Fact
not Fiction;

need interest
by RTB. @
in response
to MM budget
crisis by next +
reduce costs &
add more for
re. it st & →
final law actually

enter &
despell sm
comm MM
re MM.

Bull. ~~Case~~
Q: 1-OK
A: 1-OK

regs of 1 prov
of P & Servs
to elderly &
Dep - in
MA. The plus
report some
of most after
state - go
concern MM.
Shoppily &
answers I both

#2 Q: I V a
neighbor who
uses MM
and he is
retire - I
was his a
M who
only - I was
his own work
conside how
xpress the

serv.
~~serv~~ ^{to} club for MM?
be be ~~to~~ MM?

A: Yes! but
St. & fed law
make it clear
to all Bly of
MM entire the
has - on
or unallow income
or other assets
+ c serv a car.
by laws modulate
to all Bly is
has - solely
on the +
which I use
a has some
pple so c
div of 2
goal on auto
1st club
1 step of a has
or reject a

one bank
I got on a
bus + c
rides out
be full -
of MM serv
because
of income
by ~~there~~ ✓
with travel
options. That's
the ^{one}
Q: I ~~to~~ MM.
I only be it
to + fun
with all days.
HE in aware
of at least one
person who
doesn't work
but has MM

3 or 4 times a day
several days
a week. ~~conclude~~

I no have appur
to serve is.

Relevant the
be functions of
MM trip me one
person a shed
in one day

A. Bot stoped
law center
~~of MM~~
of MM ~~concerns~~

orders to if
a bus is out

to the general
Public / complete

a big stop
to that pm

aportany must
be vlt 1 =

them on PT.

in other

ends.

Regardless of

1 no. of MM

trip schedule

Buy me or

inland. to

a bus call

to know them

MM must

to the them

All-hip

reg Sto must

be demand

that (Law!

Q: lot me

2 natic -

over 1/2 day

MM vehicles

pick-out in

front of I miss
home down I
black from me.
I and on way
+ find out lat
I I miss dm
z be a no.
y the redm
but on a gap
shop trip. not
so long up.
but price I MM
I no of a get
to I miss home
us - I arrange
+ pay for them
our trip of
try function
by is MM
man cal - up
I paid to sev.
by orient I
miss home pay
for it?

A. If a person
is ill
PT over!
a most
realities of
miss home
regard of
I no. of
pple go to
I purpose of
I I tip
to trip
rest must
be done -
I that is
Prods
me any
I do
miss every
effort sev
dles by
fore - a gap

it is its
provision.
It still
must provide
service to every
individual of all
types regardless
that's the law!

What to
be ~~done~~
more for
the best
service in
some areas?

Q: Consider (legislation)
RTB ~~program~~ the
only 25.3M dollars
to be provided by
Don't they just
divide amount
of money RTB
by 1 day in
1 budget period
determine how many
rides to be
by etc day +
offer them on
flat fare basis
over basis.

A: MC
LC AFDC
MA or
SS. ~~MM~~
State fed
law. operates
a MC by
by "entitled
Persons" RTB
and level
cost determine
(~~cost~~) level
as service provided
Dare trip
systems

elyst potpms
must be denied
That's the law!

~~RTB~~

~~last~~ come months
~~RTB~~

2 of most of
of a source
RTB's self
effort long ~~was~~ forces
~~to avoid deeper~~
~~new cuts~~ this
new. & avoid
new. redirecting
of unsuccessful,
less on to law
to a new ADA
forces were
found to be discriminatory.
~~new force status~~

~~approved by~~
~~the Fed,~~
~~based on~~
~~legal limit.~~

the Bud
then adopt-
a new fr
structure
bas - on
ADA legal
limit of
two times
in bus fore.

~~RTB~~
~~months~~
RTB

in an effort
to increase
the efficiency of
MM 2/22
to reduce program
costs. DHS
will have a
series of imp.
interests. first
is a study
of DHS
on inter-dept -
to coord + PatBy
Consolidate a
P.T. program
~~the main~~ ^{the} ~~of~~
+ fed dbrs. Secondly,
to begin a
program +
revenue
to elBy criteria
of MM
of ensure

to ^{max} ~~sur~~
is provided -
by who
no other
trust atten^{tion}
Third, The
Bel has
begin work
on a leg-
islative
to a
to suppl mental
approp-
to ~~support~~
elevate
to necessity
to me
survival
reductions.
to TRTB
to court-
to provide
to support

~~most economically efficient~~

gltly Pt some
I call by
in I MA
so int
currently access
my I transit

a recipe for
in today ~~add~~ world.

mobile ^{after} defines
I glty of his
life. I e l

continue a
fits I ensure
to not only is
MA I best
Pt per in I

country but I
most economically
efficient ser.

in I make
I apply to
Chris's film
has answer -
Don't care

gltly of
I mt I
hd rltv
I the
imp
ser.
to y v
other ply
gl I contact
us. ne l

L

Mike Chater

cc Tald P

July Makowski
Paymill

Dr M.

enclos - pls
find a L from
Com July M.
H. City reletter
I a ~~on~~ on-go-
problem -
at 25 in St.

up class
since you
except M
as general
Mag.

Anthony

your yr
excellent skills
~~never~~ ~~never~~
at evaluation
by types
of difficulties
Dr. Long M
have come
up with
sal. t
satisfy the

I V have
V on try I
come up - a
resp. I the
problem at
Dr. L. H. A
I don't know me
one to brought

I need you
red + 1 MTC

I would appreciate
you let into to
problem I am
over B I mt
I need
wherever you
mt syst.

If I RTB can
assist in
no way please
let me no.

If you ^{for} ~~are~~ you
consider ~~it~~
with.

S-

Moyling

Dr. M. M. M. M.
Ty
In mt of Oct 31
I may be
app. 1 spk
L L lib cong.
last we. it
2 a plya
1 mt - a
sp 2 vital
+ g introt -
in court 1
DoB - 2 yrs.

on behalf of
DoB - in
L MA ps
except my
in app. /
yr efforts.

of d. c. W R.

11/13 Wed. 11 AM Morquette

- doz runs to Walker's Hotel.

Do
- Mtg - ^{Wife} Leg Auditor
- Mtg - Ed Cochran

Last #

continue

In + fit coord. ~~of~~
assured Regal

St response
I - got pers
puzzl

it is nec
~~of~~
DITIS

I be aware
of L MC's
response I
to propy -
got pers
agrem.

Stephanie ~~am~~

In an effort I
continue

~~got a~~ Covent

Regal trust
prog. I ~~ll~~
~~it is imp~~
e

This is a
coplect -
docM -

patronly
for net reply
of the trust
helpM.

I sincerely
appreciate your
analysis of the
proof

Try to see
how to use
the ~~lemma~~ lemma
I'll be glad
to hear from
you soon.

To whom
it may concern
Good day

cc: Dad M.

Lat

Reith intro
of LTRBL
respond L MM
ful cur v
- 10 L more
got in what
ST a fall
law actually

mandates of PT
Serves in MA.

~~* or by type
of procedure
organ a pd
to be given~~

~~* lower L
RTP's: MM
Budget~~ best

Shfall to
MM by don't
they simply did
L count of more
to program by
day a sum in
I had pre a determin
how more rds to L
long of day + of
thunder + C 6 = base

Don't to be
a more fair
response to
last crisis
then reduce
serv in some
areas?

Q. Low awareness in
*** ~~in~~ / pot
more more home
prog of persons
- DBs priv-
the air transp
serv. today
by own prog
- use MM
of indel & prop
~~prop~~ ^{state} ~~prop~~
~~prop~~ ~~prop~~

Consider / limit-
service of MM
shouldnt by prop

be reg-
I arrange a
pay of
trips of
the Partp
At least of
prop outing?

A. If a person
is elb
of MM serv
as a most
reason of
no home
of cons pay
per -
DisB all
of the tip
rights must
be honored
your rights of /
nature of the
no apple part
or serv

le (RTB
mis every effort
(sv dr)
by enforce a
gap rate —
its provide
St + 7 law demand
to all of by
law systems be
honored. That's —

Z

(Bill)

Dorlene Luth

Dr. D
a shot out
I hope for
Might miss reports
at but be able
I hope you + Dee
at your companion
luck-off last

luck in
effort.
Pls. give
me a call
in y
and us
you ~~just~~ ^{kind.}
M.

Sunday. Unfortunately
a long stand
family comt M
Basket - natted.

Z in ~~with~~
Please you aware
M + I eat

I help you in
the way ec
(all eyes of mine)
* of course sh
you best of

Dr M. R

let by act 31

has acct my paul

an app by yr

interest in

trust nels
St. Anthony

results. 3 yr

ent by 3 yr

nels - 3 yr

1 MC 2 v

plw - yr concern

1 of MTC Mr

C. has been in a con.

other interest

in resolve

Concerns SC

3 1 one

3 yr - by St. A

1 2 of W

1 a poster
resolution

of yr concern

Agree to yr interest.

In 1 public

trust nels of

con.

2 of yr v

public concern

pls don't but.

MA

re: L. V. in + trust sur Me
Face Plan

CC GH, HRS, SM

3 per a conveying

It is essential

to a pipe

or a sty but

a more specific

delineation of

"The version for

~~Transit~~ ~~to share~~

+ V appear-

by a 13th

to share

the leg. to session on disc.

l 2 V to

l 11 wastills

a severe.

I'd like to

plan out B

of the Wash
Prop 107 or

Dec. 1 +

V to serve

of a dollar

of 1 prod.

of 10 material

3.2 V related

l 10 in

to do M. I

be essential

to a 199 ~~10~~ ~~10~~

leg. prog. +

prior l the

Proving L.L.
The M used
Return April
from L.B.D.

MSA

re: Dear Mr. 4th Pl of
"Vis of Tms"

~~Pls. send
me ASAP
estimates to
comply
with
the
Nov 13~~

unless you
indicate I
I contrary I
I expect to
see on my
desk a fly
develop - transp
plan Dec on
Monday Dec. 16th

~~of plan still
w/ful + details
of costs for
send w/ful~~

DHR - Form = Public
Accom. Discy
Dontai

6 copies
each 2 Pgs.

4 D~~ot~~ Question
narrative

Outlining "Vis of The
DocM for
Plan"

The DocM
I'd result
I'd market
of not only
a budget-
ful doc of
I'd RTB daily
SD be a
glitz product
similar to
I'd "RT skip
a few" docM
I'd be
a mult-color-

prod. — photos
& graphics throughout
of some direct
I'd on my part
I'd offer I

outline
as a Proj.

I. A long
pt. stock
I'd cover
I'd show pr
stock of ind
I'd hard blue
& color photos
& graphics.

II Table of
contents

III Intro.

The intro -
SD be as

place notes

inefficiently
repeated - by
L. Scoria
lifts.

B1 - on
Ling -
on right
L me. L

~~lift~~ Lift - U
desires install-
on L Miller
bus v ^{substantly} fewer
values comparable
~~thus~~ ~~mechanical~~
bus will down
in general

I app on
cannot attend
L ch mtr. J
I c Prud...

apply survey
(contexts)

a purpose of
" Use of That " -

It is a report

(STM " report -

com. ls - mult -

model trust

sys. "

~~IV~~

IV direct

of type of serv.

A) Mult

B) express

C) com ls - serv.

1) demand response (Anok

2) Curator (Roseville) (Towler)

~~3)~~

D) longest - gr serv.

1) Vans (494)

2) quiet - rd home

V - Direct of eqpm. (all access B
except some Vans)

Director to
all on vehicle
be left - esp -
representation
~~dis~~ ~~o~~ ~~p~~ overruling
disproportionate
Shr of left
failure on a
left sup. I
contin - open
a by vehicle
of accB has
of inevitably
result in the
perception by
just on potential
disB - advs to
all lefts a
error pron.
Thus the advs
to be decision -
from us I
minor sup
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- D) LRT
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- A) Inset Hub LRT station
- B) Park ~~Rules~~ like in Rules
- C) ~~HOV lanes~~ of new bus ways
- D) ? HOV lane.

VII Discontinuing
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Aug 9 '89

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- D) TDM Strategy
- E) Consultation - countries
- F) Consultation - RIB, Adv. Com.
- G) M.C.
- H) other

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- B) Project - costs of vehicles
- C) Project - costs of capital projects
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- D) Project - costs of Plan
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F) Total costs

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H) Descript of possible ^{you find}
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- A) leg prog
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UNITED HANDICAPPED FEDERATION
and
The Friends of Handicapped People Association



Griggs/Midway Bldg.
Suite 284 South
1821 University Ave.
St. Paul, MN 55104
645-8922 V/TDD
1-800-635-0494
612-649-3073 FAX

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
230 E. 5th St.
St. Paul, MN 55101

Re: Possible Financial Shortages

Dear Mr. Ehrlichmann:

The United Handicapped Federation has been informed by some of your staff of a financial "shortfall" due to Metro Mobility rates being reduced. Of course a discount program will also cause a "shortfall."

UHF, as stated by myself at different times, wishes to work alongside the Regional Transit Board for the good of all concerned. However, it is necessary that we be furnished accurate figures from time to time. During the last RTB meeting, certain of your staff stated UHF must furnish figures to backup our discount program. UHF has not the ability to come up with any possible "shortfall" figures. It is our feeling any figures regarding a "shortfall" should come from RTB.

Looking forward to your reply, I remain

Sincerely,

Roger Blohm
UHF Transit Committee Chair

**PEOPLE WHO WISH TO SPEAK AT
PUBLIC HEARING OF OCTOBER 8, 1991**

1. Roger Blohm, United Handicapped Federation
2. Dickson Schutjer, 623-9933
3. Jerry Hayes, Minnesota State Council on Disabilities
4. Dale Findley, 881-0989
5. Mary Jo Nichols, Metropolitan Center for Independent Living
6. Robert Ziegler, 649-5986 & 537-9454
7. Diane Ziegler, 537-9454
8. Sue Warner, Paratransit Advisory Council
9. ~~Christo~~ Christopher Gran, Metro Mobility Administrative Center
10. Kurt Strom, Minnesota State Council on Disabilities
11. Sharron Hardy
12. Bette Norman, 888-2728
13. Lynette Kigowski
14. Barb Larson
15. Bernice Skubis

Dick,

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Cmj

Frank Dasse

631-8628

Re: Mtg. notes
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OFFICE INFORMATION MEMO

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REMARKS/MESSAGES



Regional Transit Board Public Hearing
October 8, 1991

Good evening, Mr. Chair, Members of the Board. My name is Mary Jo Nichols. I am the Support Services Coordinator with the Metropolitan Center for Independent Living (MCIL). I am also Board Member Caranicas' disability representative to the Transit Accessibility Advisory Committee (TAAC). My comments this evening reflect those of MCIL.

The fare proposal which was presented to this Board on Monday, September 30 was expressly stated as one that is consistent with the United States Department of Transportation's implementing regulations of Title II of the Americans with Disabilities Act (ADA). That Metro Mobility fares "...shall not exceed twice the fare that would be charged to an individual paying full fare (i.e., without regard to discounts)..." is clear regulatory language. 42CFR §37.131(c). This paratransit fare is based "...on the actual fare paid on a similar fixed route trip, including transfers and premium charges." 56 Fed. Reg. 45607.

We recognize the projected fiscal impact of compliance and are not dismissing the realities of operating at a deficit. However, in the midst of this dilemma, our thinking and our actions must be kept in the proper perspective. That perspective should not jeopardize either the spirit or intent of the ADA, but instead draw upon our local talents, capabilities, experiences, and resources to come to terms with our own situation while ensuring that people with disabilities are included as consumers of public transit services.

Whatever fare this Board ultimately adopts, we ask that you base your decision-making on the following:

"The ADA is a civil rights statute, not a transportation or social service program statute..." 56 Fed. Reg. 45601. Nor is it intended to be "...a comprehensive system of transportation for individuals with disabilities." Id. If it were, it would be hypocritical to proclaim that the fundamental purpose of the ADA is integration, but then permit the creation or continuation of wholly segregated, or separate, transit services.

MCIL is part of the national independent living movement. We are in the business of providing assistance and services in concert with people with disabilities. Our efforts, both philosophically and in actuality, promote the desires of each individual person to attain or maintain an independent life-style. This means inclusion and integration. MCIL will not support, encourage, or facilitate any action that smacks of segregation.

In arriving at a comparability standard for paratransit fares, the U.S. Department of Transportation's Advisory Committee attempted to balance competing interests. Transit providers held the position that twice the base fixed route fare was inadequate; the disability community's position was that a double fare was not comparable. The Committee recognized the higher per trip costs of providing a demand-responsive service, as well as the need to establish a comparable fare for consumers, one that was not prohibitively high, and yet reasonably related to service costs. Consistent with the ADA, the Department's final rule addresses comparability from the point of view of the consumer, not the provider. Discounts were dropped from consideration in determining the base paratransit fare, in part at least, because of concerns expressed by transit providers -- concerns that discounts would add further to their revenue pressures, and create a disincentive for using fixed route discounts.

The RTB's Metro Mobility fare proposal is a fair proposal. It represents a reduction in the base fare that has been in effect since July 1, and a greater reduction in longer trip fares since distance traveled can no longer be factored in. Any suggested mechanism that seeks to discount the proposed Metro Mobility fares is simply a direct challenge to the federal comparability standard and an attempt to circumvent the intent and rationale for adopting this standard. What is not permitted by way of the front door cannot be condoned by efforts to stage an end run through the back door.

Again, we are not ignoring the realities of operating a transit service with a negative fund balance. We would offer the following suggestions to hopefully alleviate the fiscal consequences of this fare proposal:

1. Board member Wedell's suggestion to waive the fixed-route fare for Metro Mobility riders who opt to use the accessible routes should be considered. As he indicated, it could serve a two-fold purpose: 1) An incentive for Metro Mobility riders to become familiar with accessible fixed route service; and 2) An opportunity to identify system problems.

We would expand upon that by recommending that the fare be waived for a specific period of time or a specific number of trips, and that this incentive be offered as each additional route is made accessible. We suggest that coupons for ten (10) free rides on an accessible route be included in the next issue of the "Metro Memo";

2. Allow for transfers between Metro Mobility and accessible fixed route service;
3. Re-evaluate the schedule of fixed routes that will be made accessible according to the MTC's original plan. This plan did consider a number of factors including how and where routes intersect or connect with other routes, and passenger usage. We support MTC efforts to reconsider the schedule and to place the primary focus on specific locations where there is a concentration of people with disabilities,

or services or programs that are utilized by individuals who are public transit-dependent and who need access;

4. In conjunction with the above, we support MTC efforts to consider re-routing existing accessible routes or, to look at re-routing as each additional route is made accessible in order to capture the highest possible number of passengers who could utilize lift equipped buses;
5. Market accessible route service to Metro Mobility riders. It is all too easy to become single-minded about a mode of travel that we've become accustomed to and find convenient for our purposes. Fiscal realities, however, cannot support pure convenience. The fact is that fixed route service is more convenient, reliable, and less expensive in terms of individual and system costs than is paratransit service. It needs to be creatively promoted.

Dual systems are costly. They are costly not because of the numbers of individuals who have been relegated to using segregated services, but because we have resisted being integrated. The ADA demands that we work towards eliminating this double standard. The RTB's Metro Mobility fare proposal is a first step towards achieving this goal.

Thank you.

UNITED HANDICAPPED FEDERATION
and
The Friends of Handicapped People Association



Griggs/Midway Bldg.
Suite 284 South
1821 University Ave.
St. Paul, MN 55104
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October 8, 1991

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Chairman
Regional Transit Board
230 E. 5th St.
St. Paul, MN 55101

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Looking forward to your reply, I remain

Sincerely,

Roger Blohm
UHF Transit Committee Chair

PUBLIC HEARING COMMENTS ON METRO MOBILITY FARE CHANGES

Patience Washburn

2121 S. Ninth Street, #213
Minneapolis, MN 55404-2271

Patience Washburn is infuriated and insulted by proposals of the RTB, although the new proposal is somewhat better in recognizing the needs of the disabled community, but only if one is a long distance traveller to receive a cost break.. Ms. Washburn supports the UHF proposal and feels that this proposal is more inclusive and says more about being broad-minded and getting accessibility into public transit. Ms. Washburn notes that she can no longer afford to do volunteer work and she feels denied accessibility because she cannot afford it. A slight increase is understandable, but this increase is a 100% increase, which she cannot afford. This affects not only her ability to use transit, but her morale and ability.

Lucille Krumrei

Ms. Krumrei thinks Metro Mobility should be in accordance with income. She receives a small Social Security check and lives in a Section 8 apartment, and feels that Metro Mobility too should be based on income. The fare increase has priced her out of using Metro Mobility and she has to either stay home or depend on others for rides.

Debra Peterson

The \$2.20 fare is too high, especially during peak hours because that is when many of the people who work have to travel.

Sophie D. Wasik

Ms. Wasik is concerned about the practical aspect of collecting the new \$1.70 fare. She wonders if Metro Mobility users will be expected to have correct change, which will be difficult for many riders who have limited access to banks. She hopes that the drivers will be able to provide change.

Iva Anderson

Ms. Anderson feels that fares need to be reduced, possibly lower than \$3.50. There is also a need for a monthly bus pass for Metro Mobility users that is comparable to the one for MTC riders.

Regional Transit Board
received by phone comment-10/8/91

REGIONAL TRANSIT BOARD

Mears Park Centre
230 East Fifth Street, St. Paul, Minnesota 55101
612/292-8789

DATE: October 3, 1991
TO: Mary Fitzgerald
FROM: Cherie Mann
SUBJECT: Public Hearing on October 8th

Mr. Dave Pinger called today regarding the public hearing. He is unable to attend on October 8, but would like his comments noted.

Mr. Pinger is a Metro Mobility user. He wants to see the Regional Transit Board initiate a discount plan for Metro Mobility.

Mr. Pinger resides at 1301 East 100th Street, Apartment 102, Bloomington, MN 55425.



Fact Sheet

RTB Developing New ADA-Consistent Fares

The Regional Transit Board (RTB) is developing a new fare structure for the Metro Mobility program that will take effect November 16. The proposed fares, outlined below, were developed to comply with both state and federal law.

The Minnesota Department of Human Rights found that an earlier fare increase the RTB passed was discriminatory against persons with disabilities. Federal Americans with Disabilities Act (ADA) regulations released in September say that fares for paratransit service, such as Metro Mobility, can be set at twice the fare for regular route bus service.

The proposed fares, and how they relate to regular route fares, are:

	<u>Metro Mobility</u>	<u>Regular Route</u>
Base	1.70	.85
Peak surcharge	.50	.25
Zone-crossing surcharge	.50	.25
Express charge	.00	.25
Highest Possible Fare	2.70	1.60

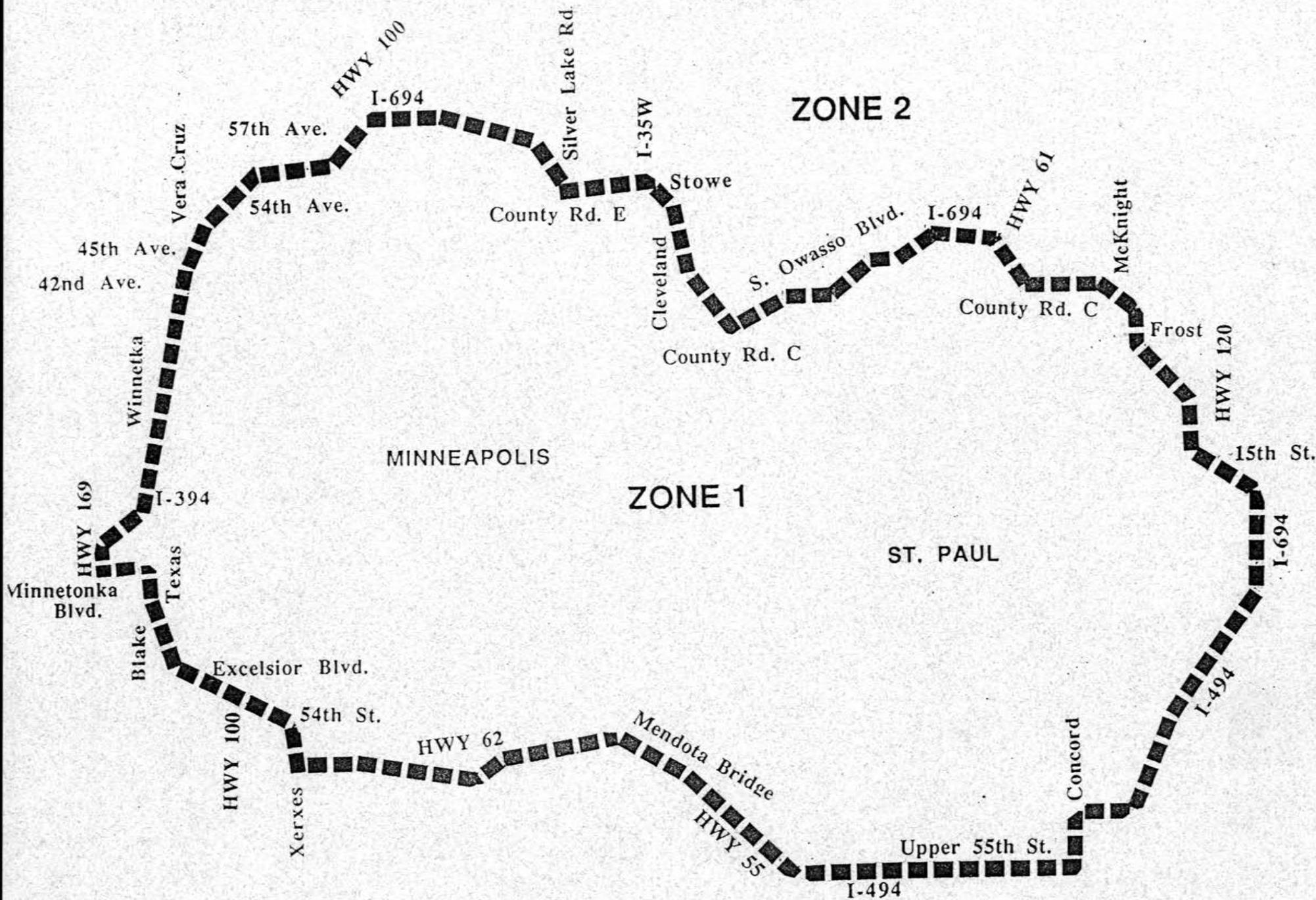
Peak service for both the regular route transit system and Metro Mobility is from 6:00-9:00 a.m. and from 3:30-6:30 p.m. After receiving public reaction to the proposed fare change, the board will take action at its regularly scheduled board meeting on Monday, October 21 at 4:00 p.m. in Mears Park Centre Chambers.

Metro Mobility service will be divided into the same zones used for the regular route bus system. Minneapolis, St. Paul and the first-ring suburbs are in zone one. Outer suburban areas are in zone two. Metro Mobility riders will pay the zone charge when their trip crosses from one zone into another. A map on the back of this page shows zone one and zone two communities.

The new fares will mean a decrease for approximately 70 percent of Metro Mobility riders. While the new structure will bring some relief to Metro Mobility riders, it still will not solve the problem of limited funding for the program. In fact, implementing these changes will make the program at least \$1.5 million short this biennium. The RTB will need to ask the Legislature for additional funding in January to make up this shortfall, or make additional cost-saving changes in the program.

-- over --

October 1991



METRO MOBILITY ZONE BOUNDARIES



Fact Sheet

Metro Mobility Zones to Match Regular Route Zones

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METRO MOBILITY ZONE ONE COMMUNITIES

Brooklyn Center (portions of)
Columbia Heights
Falcon Heights
Golden Valley (eastern segments)
Hilltop
Landfall
Lauderdale
Lilydale
Little Canada
Maplewood
Mendota
Mendota Heights
Minneapolis
Robbinsdale
Roseville
St. Anthony
St. Louis Park
St. Paul
South St. Paul
Sunfish Lake
West St. Paul

-- over --

METRO MOBILITY ZONE TWO COMMUNITIES

Anoka	Medicine Lake
Apple Valley	Minnetonka
Arden Hills	Minnetonka Beach
Bayport	Mound
Baytown	Moundsview
Birchwood	New Brighton
Blaine	New Hope
Bloomington	Newport
Brooklyn Center (half)	North Oaks
Brooklyn Park	North St. Paul
Burnsville	Oakdale
Centerville	Oak Park Heights
Champlin	Orono
Chanhassen	Osseo
Chaska	Pine Spring
Circle Pines	Plymouth
Coon Rapids	Prior Lake
Cottage Grove	Richfield
Crystal (half)	Rosemount
Deephaven	St. Paul Park
Eagan	Savage
Eden Prairie	Shakopee
Edina	Shoreview
Excelsior	Shorewood
Fridley (northern two-thirds)	Spring Lake Park
Gem Lake	Spring Park
Greenwood	Stillwater
Hopkins	Tonka Bay
Inver Grove Heights (southern portion)	Vadnais Heights
Lake Elmo	Wayzata
Lexington	White Bear Lake
Lino Lakes	White Bear Township
Long Lake	Willernie
Mahtomedi	Woodbury
Maple Grove	Woodland



Fact Sheet

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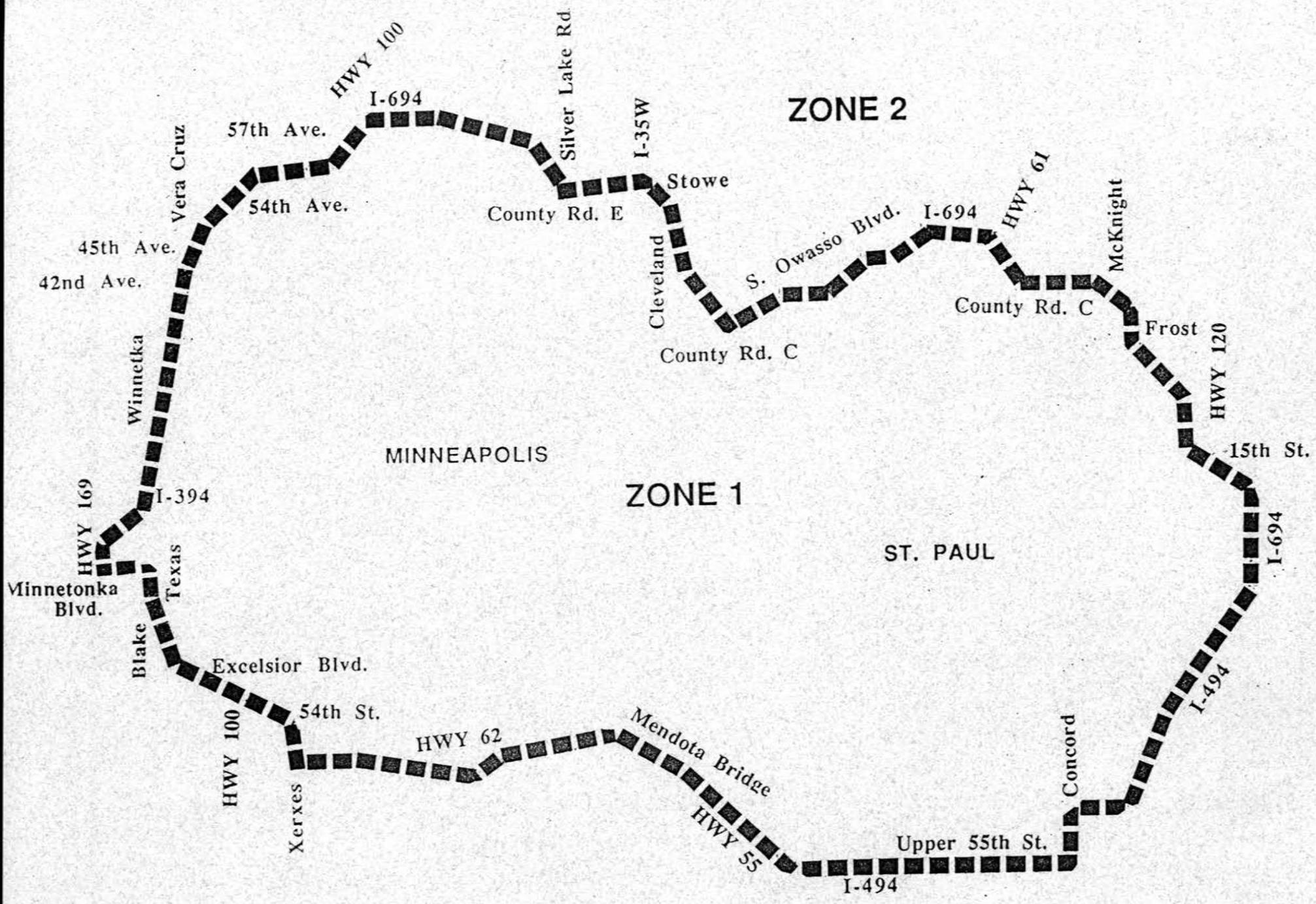
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October 1991



METRO MOBILITY ZONE BOUNDARIES



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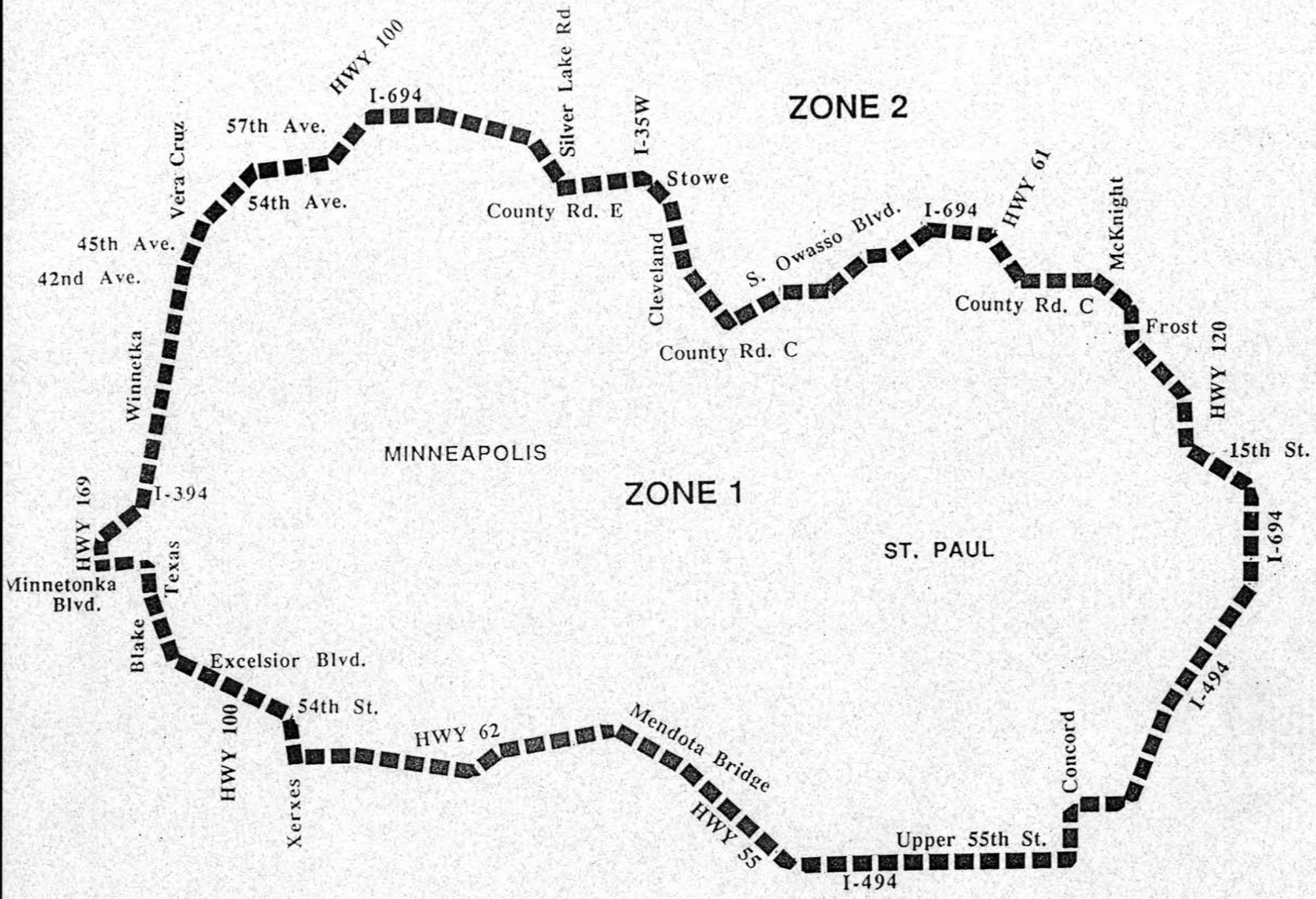
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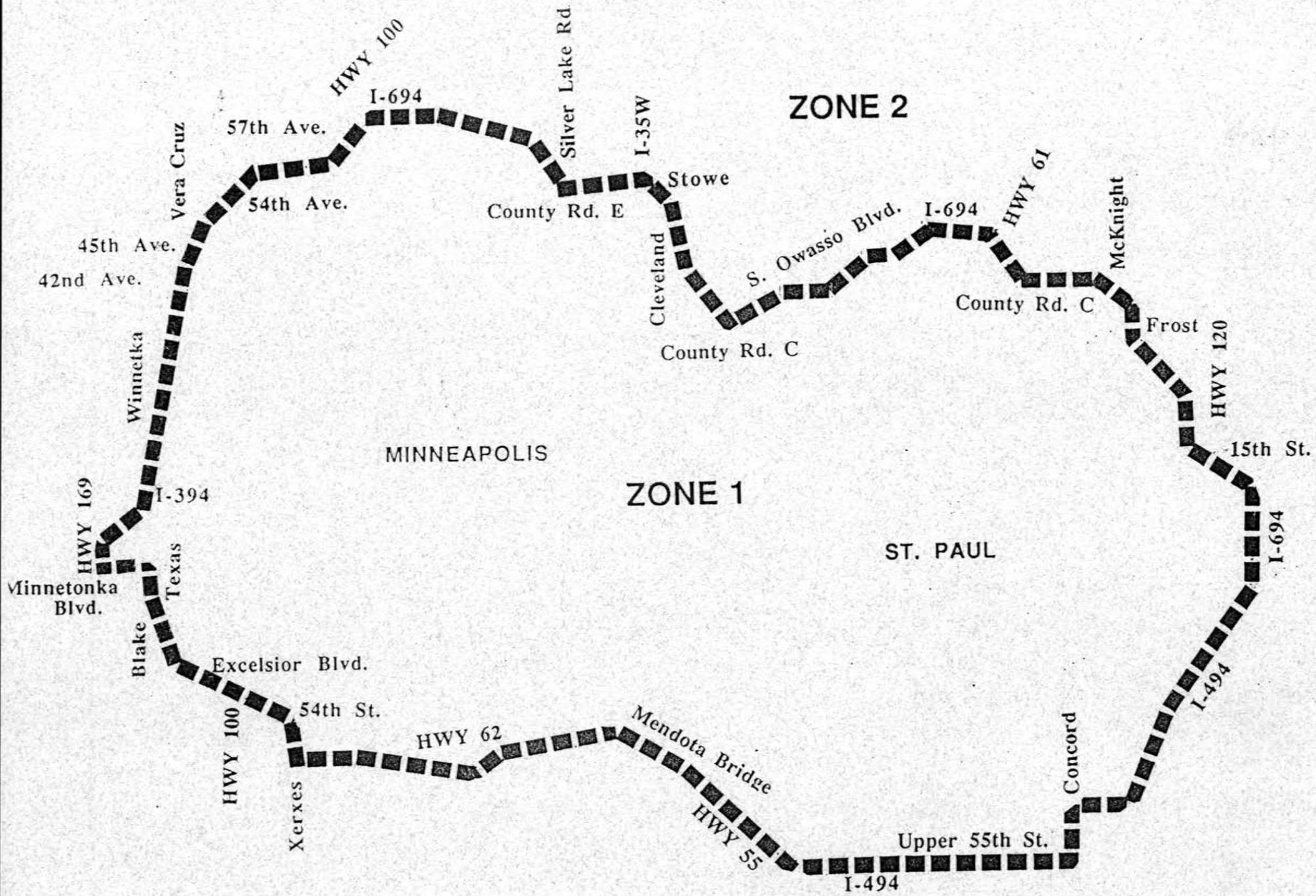
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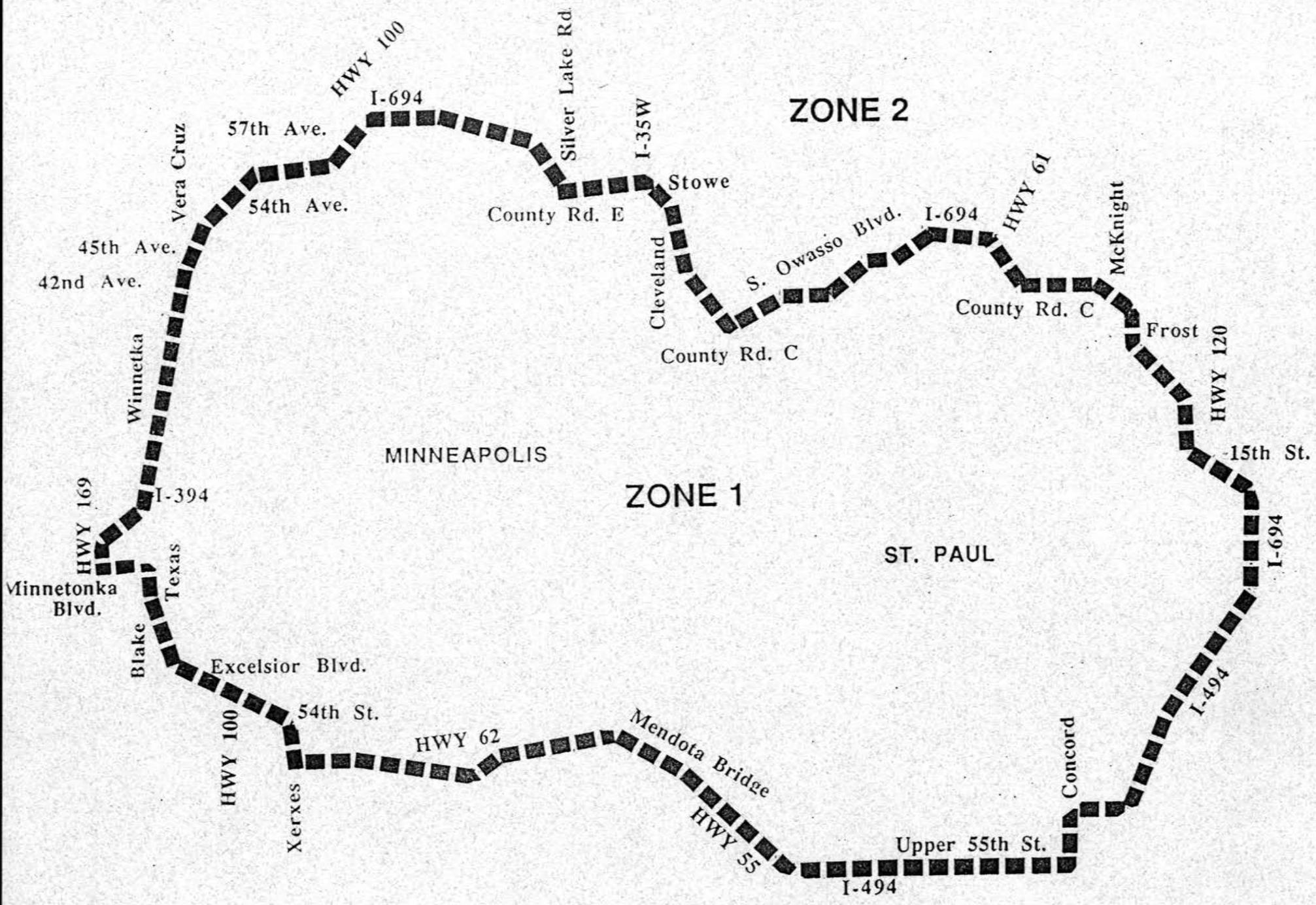
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ZONE 2

ZONE 1

MINNEAPOLIS

ST. PAUL

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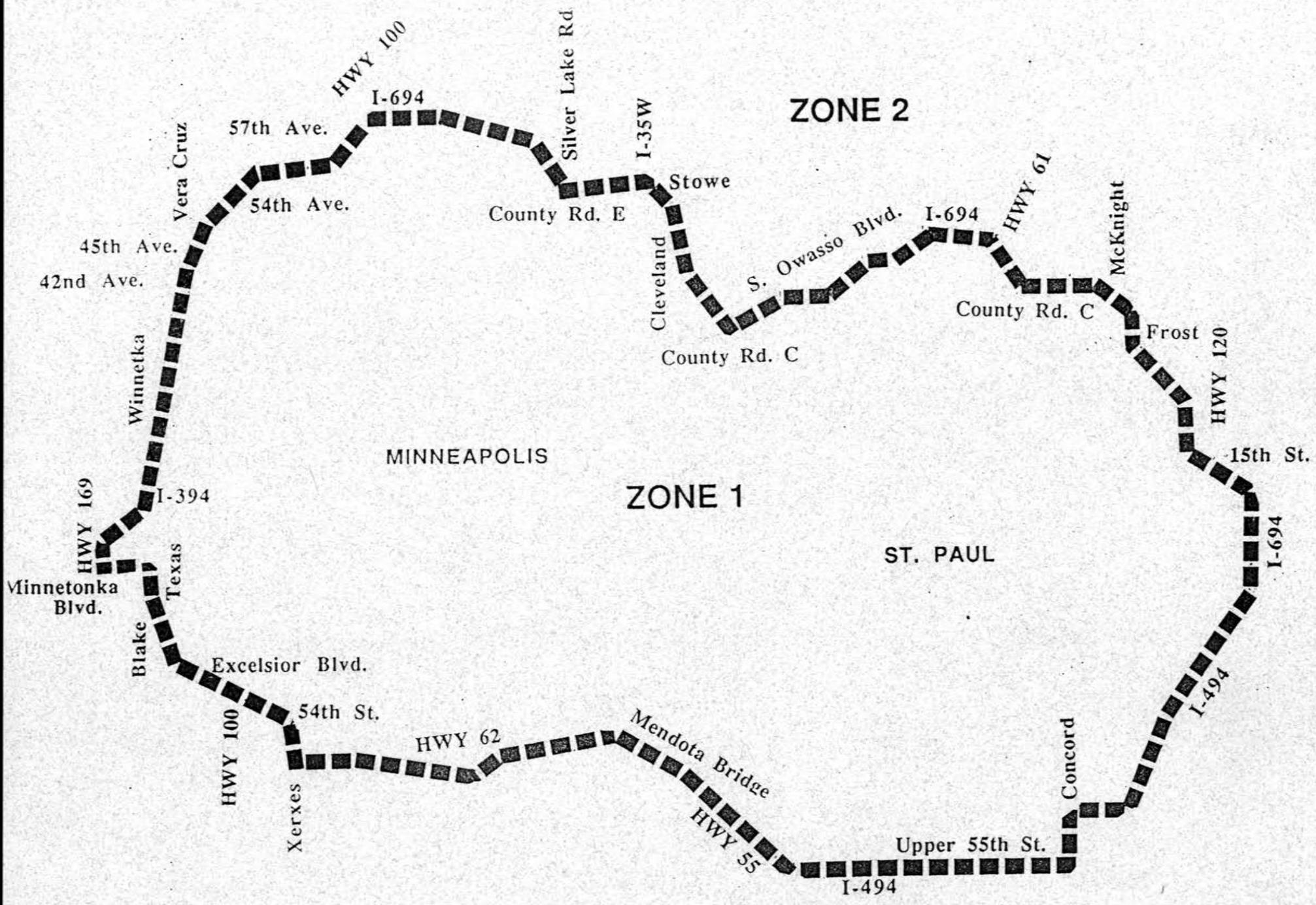
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PUBLIC HEARING COMMENTS ON METRO MOBILITY FARE CHANGES

Patience Washburn

2121 S. Ninth Street, #213
Minneapolis, MN 55404-2271

Patience Washburn is infuriated and insulted by proposals of the RTB, although the new proposal is somewhat better in recognizing the needs of the disabled community, but only if one is a long distance traveller to receive a cost break.. Ms. Washburn supports the UHF proposal and feels that this proposal is more inclusive and says more about being broad-minded and getting accessibility into public transit. Ms. Washburn notes that she can no longer afford to do volunteer work and she feels denied accessibility because she cannot afford it. A slight increase is understandable, but this increase is a 100% increase, which she cannot afford. This affects not only her ability to use transit, but her morale and ability.

Lucille Krumrei

Ms. Krumrei thinks Metro Mobility should be in accordance with income. She receives a small Social Security check and lives in a Section 8 apartment, and feels that Metro Mobility too should be based on income. The fare increase has priced her out of using Metro Mobility and she has to either stay home or depend on others for rides.

Debra Peterson

The \$2.20 fare is too high, especially during peak hours because that is when many of the people who work have to travel.

Sophie D. Wasik

Ms. Wasik is concerned about the practical aspect of collecting the new \$1.70 fare. She wonders if Metro Mobility users will be expected to have correct change, which will be difficult for many riders who have limited access to banks. She hopes that the drivers will be able to provide change.

Iva Anderson

Ms. Anderson feels that fares need to be reduced, possibly lower than \$3.50. There is also a need for a monthly bus pass for Metro Mobility users that is comparable to the one for MTC riders.

REGIONAL TRANSIT BOARD

Mears Park Centre
230 East Fifth Street, St. Paul, Minnesota 55101
612/292-8789

DATE: October 3, 1991
TO: Mary Fitzgerald
FROM: Cherie Mann
SUBJECT: Public Hearing on October 8th

Mr. Dave Pinger called today regarding the public hearing. He is unable to attend on October 8, but would like his comments noted.

Mr. Pinger is a Metro Mobility user. He wants to see the Regional Transit Board initiate a discount plan for Metro Mobility.

Mr. Pinger resides at 1301 East 100th Street, Apartment 102, Bloomington, MN 55425.



MINNESOTA MULTIPLE SCLEROSIS SOCIETY

2344 Nicollet Avenue Suite 280 Minneapolis, Minnesota 55404-3381
612-870-1500 or 1-800-582-5296 (both Voice & TDD) FAX: 612-870-0265

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
230 E. 5th St.
St. Paul, MN 55101

Dear Mr. Ehrlichmann: *Mike*

I am writing on behalf of our members who use Metro Mobility, as the Metro Mobility Administration Center did not notify them in a timely fashion regarding this evening's public hearing.

The Minnesota Multiple Sclerosis Society urges your Board to take immediate action to reduce Metro Mobility fares and complete the conciliation agreement with the Department of Human Rights. We also endorse the fare discount plan proposed by the United Handicapped Federation, because, if approved, those discounts would make the Metro Mobility fare structure comparable to fixed route service. As you know, this organization has opposed all previous fare increases, and will continue to advocate fares that are comparable under state law.

Today marks the 100-day anniversary of excessive Metro Mobility fares. We are relieved to hear that this situation is due to change. But, we also realize these changes will not be without financial impact on the RTB. With this in mind, we have already begun alerting our constituency to contact their legislators to help win support for supplemental funding in 1992. If you need information on the status of this campaign, please contact Tom Zosel, Advocacy Program Coordinator, at the above number.

Thank you for your cooperation.

Sincerely,

Wendy Brower
Director
Programs and Community Affairs

ba/6178PCA

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Thank you for your cooperation.

Sincerely,

Wendy Brower
Director
Programs and Community Affairs

ba/6178PCA

Remember us in your giving.



MINNESOTA MULTIPLE SCLEROSIS SOCIETY

2344 Nicollet Avenue Suite 280 Minneapolis, Minnesota 55404-3381
612-870-1500 or 1-800-582-5296 (both Voice & TDD) FAX: 612-870-0265

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
230 E. 5th St.
St. Paul, MN 55101

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**Governor's Planning Council
on Developmental Disabilities**

Minnesota Department of Administration

300 Centennial Office Building
658 Cedar Street
St. Paul, Minnesota 55155
(612) 296-4018 voice
(612) 296-9962 TDD
(612) 297-7200 fax

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
Mears Park Center
230 East 5th Street
St. Paul, Minnesota 55101

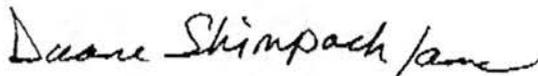
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For your information, I am also enclosing a copy of the Council's Position Statement on Transportation.

We appreciate your efforts and the success you've made to make transportation available to people with disabilities.

Cordially,



Duane Shimpach, Chair

DS/rf

Enclosure

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The Council supports generic and specialized transportation services funded by all levels of government on a nondiscriminatory basis. The Council supports compliance with Section 504 of the Rehabilitation Act to provide coverage for persons with developmental disabilities.

Specialized transportation services must be provided in a manner that is as adequate, flexible, responsive, and reliable as transportation provided to the general public.

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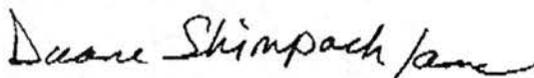
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and
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Griggs/Midway Bldg.
Suite 284 South
1821 University Ave.
St. Paul, MN 55104
645-8922 V/TDD
1-800-635-0494
612-649-3073 FAX

October 8, 1991

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Re: Possible Financial Shortages

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Looking forward to your reply, I remain

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PUBLIC HEARING COMMENTS ON METRO MOBILITY FARE CHANGES

Patience Washburn

2121 S. Ninth Street, #213
Minneapolis, MN 55404-2271

Patience Washburn is infuriated and insulted by proposals of the RTB, although the new proposal is somewhat better in recognizing the needs of the disabled community, but only if one is a long distance traveller to receive a cost break.. Ms. Washburn supports the UHF proposal and feels that this proposal is more inclusive and says more about being broad-minded and getting accessibility into public transit. Ms. Washburn notes that she can no longer afford to do volunteer work and she feels denied accessibility because she cannot afford it. A slight increase is understandable, but this increase is a 100% increase, which she cannot afford. This affects not only her ability to use transit, but her morale and ability.

Lucille Krumrei

Ms. Krumrei thinks Metro Mobility should be in accordance with income. She receives a small Social Security check and lives in a Section 8 apartment, and feels that Metro Mobility too should be based on income. The fare increase has priced her out of using Metro Mobility and she has to either stay home or depend on others for rides.

Debra Peterson

The \$2.20 fare is too high, especially during peak hours because that is when many of the people who work have to travel.

Sophie D. Wasik

Ms. Wasik is concerned about the practical aspect of collecting the new \$1.70 fare. She wonders if Metro Mobility users will be expected to have correct change, which will be difficult for many riders who have limited access to banks. She hopes that the drivers will be able to provide change.

Iva Anderson

Ms. Anderson feels that fares need to be reduced, possibly lower than \$3.50. There is also a need for a monthly bus pass for Metro Mobility users that is comparable to the one for MTC riders.

Regional Transit Board
received by phone comment-10/8/91

REGIONAL TRANSIT BOARD

Mears Park Centre
230 East Fifth Street, St. Paul, Minnesota 55101
612/292-8789

DATE: October 3, 1991
TO: Mary Fitzgerald
FROM: Cherie Mann
SUBJECT: Public Hearing on October 8th

Mr. Dave Pinger called today regarding the public hearing. He is unable to attend on October 8, but would like his comments noted.

Mr. Pinger is a Metro Mobility user. He wants to see the Regional Transit Board initiate a discount plan for Metro Mobility.

Mr. Pinger resides at 1301 East 100th Street, Apartment 102, Bloomington, MN 55425.

October 7 1991

To Whom It May Concern:

I would like to see a simpler and fair rate change. I feel like your not only confusing the fair issue; but also all of us as well. The only other way to simplify the matter is to leave the rate at its already high level!

Respectfully submitted,

Marc A. Rasmussen

Marc A. Rasmussen
215 Oak Grove Street
Minneapolis, MN 55403

REGIONAL TRANSIT BOARD

ROLL CALL AND ATTENDANCE SHEET

DATE: 10/8/91

BOARD OR COMMITTEE: Metro Mobility PUBLIC HEARINGS

Member Name Present Vote Vote Vote Vote Vote Vote Vote Vote

ISSUE

Mike Ehrlichmann

X

Maryann Campo

X

Doris Caranicas

X

Sharon Feess

X

John Finley

Ruth Franklin

X

Val M. Higgins

X

Sandra Hilary

Don Scheel

X

Richard Wedell

X

Tom Workman

X

Visitors

MARY O'HARA

Morgan, Chris Mon,

Jerry Hayes

Staff

Kathy G. Sherry M.

Greg, Cynthia Curry

SUZANNE, Judy

AVIS

ORIGINAL

THIS IS YOUR CONTRACT
READ TERMS CAREFULLY

1 CHECK-OUT - Record control # in system. File with RA log.
CAR RETURN- Record control # in system. Discard.

SEND INQUIRIES TO: AVIS RENT A CAR SYSTEM, INC.
(1)

NOTICE: This contract offers, for an additional charge, a Loss Damage Waiver to cover your responsibility for loss or damage to the car. You are advised not to sign this waiver if you have rental car collision coverage provided by certain gold or platinum credit cards or on your own car. Before deciding whether to purchase the waiver, you should determine whether your own insurance affords you coverage for loss or damage to the rental car and the amount of the deductible under your own insurance. The purchase of this waiver is not mandatory and may be waived.

STAPLETON INT'L AIRPORT
7511 E 29 WAY
DENVER, CO, 80207, US

(2) RENTAL AGREEMENT 364627023	(3) RENTING LOC. 0287	(4) MVA NUMBER 6213734	(5) OWN. LOC. 8052	(6) DRIVER'S LICENSE NUMBER USMNE642603429932	(7) RETURN LOCATION DENVER APO CO	05-03-20	AMOUNT DUE 219.27
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(9) VEHICLE DESCRIPTION \$IL OLDS SUPR ZDR D CO	(10) LICENSE NUMBER ZRL536	(11) AGREED RETURN LOCATION DENVER APO CO	(12) AGREED RETURN DATE/TIME 02SEP91/1300
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(13) IMPRINT AREA CA378204245293008	(24A) AUTHORIZATION NO. OUT/AMOUNT 38/209 L	(24B) AUTHORIZATION NO. IN/AMOUNT
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(25) TIME USED 4 DY 14 HR	(26) MILS/KMS IN 18386	(27) DATE/TIME IN 02SEP91/1209
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(28) MILS/KMS OUT 17486	(29) DATE/TIME OUT 28AUG91/2123	(30) TOTAL MILS/KMS DRIVEN 900
----------------------------	------------------------------------	-----------------------------------

SATURDAY NIGHT OVERSTAY REQUIRED

RATE CODE 20/D	CURR CODE USD	IF I DON'T COMPLY WITH ALL RULES FOR A SPECIAL RATE, THAT RATE IS VOID AND I WILL PAY A HIGHER RATE WHICH MAY INCLUDE MILEAGE CHARGES AND/OR ONE-WAY SERVICE FEES.			FREE MILS/KMS UNL	(31) ADD'L HRS @ \$ 15.67
DISC. 5.0	ADD'L. HOURS 15.67	DAILY RATE 47.00	WEEKLY RATE 188.00	ADD'L. DAYS	MILS/KMS UNL	(32) DAYS @ \$ 47.00
MIN 99 HRS MAX 28 DAY						(33) WEEKS @ \$ 188.00

A REFUELING SERVICE CHARGE WILL BE APPLIED IF I CHOOSE TO RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED, AS EXPLAINED ON REVERSE SIDE.

FUEL OUT 3	FUEL IN 4	(16A) REFUELING SERVICE CHG. PER MILE .1284	(16B) REFUELING SERVICE CHG. PER GAL 2.440	(35) COUPON NUMBER 20/D 900FM
---------------	--------------	--	---	----------------------------------

(17) ADDITIONAL INFORMATION	(36) ADJUSTMENTS	(37) SUB TOTAL ADD (30) THRU (36) 188.00
-----------------------------	------------------	---

(18) AWD NUMBER 8900057	(19) FREQUENT FLYER NO./REMARKS	(21) WIZARD NUMBER LV	(40) WIZARD NUMBER LV	TA COM Yes	(39) DISC. 5.0 %	9.40
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EHRlichmann, Michael
433 S 7TH ST 2001
MPLS, MN, 55145, US

(42A) MISC. CHARGES	(41) TIME AND MILEAGE CHARGE 178.60	(42B) ADD'L. DRIVERS FEE /DRVR NO	(43) ONE WAY SVC FEE
---------------------	--	--------------------------------------	----------------------

(45A) (LDW) LOSS DAMAGE WAIVER READ TERMS ON OTHER SIDE I ACCEPT RATE PER DAY I DON'T ACCEPT 2.00 X	(44) REFUELING SVC (TAXABLE) 0
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(51A) (PA) PERSONAL ACCIDENT INSURANCE I ACCEPT RATE PER DAY I DON'T ACCEPT 3.00 X	(46) PAI, PEP, ALI (TAXABLE)
--	------------------------------

(51B) (PEP) PERSONAL EFFECTS PROTECTION READ OTHER SIDE I ACCEPT RATE PER DAY I DON'T ACCEPT 1.50 X	(48)
--	------

(51C) (ALI) ADDITIONAL LIABILITY INSURANCE READ OTHER SIDE I ACCEPT RATE PER DAY I DON'T ACCEPT 5.95 X	(49) SUB TOTAL 178.60
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(50) TAX 11.500 %	(51) PAI, PEP, ALI (NON-TAXABLE) 20.54
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(53A) DATE OF BIRTH 07DEC50	(52) REFUEL SRVC (NON-TAXABLE) 20.13
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(53B) ADD'L. CHARGE	(54) TOTAL CHARGE 219.27
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(57) PREPAYMENT NPR	(55) ON THE ROAD EXPENSES
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(56) NET CHARGES 219.27

(70) PREVIOUS MVA NUMBER	(71) MILS/KMS IN	(72) MILS/KMS DRIVEN	(73) NO. OF VEHICLE EXCHANGES	(58) METHOD OF PAYMENT AMEX	(59) AMOUNT DUE CAD / USD 219.27
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(74) LAST EXCHANGE LOCATION	(75) EXCHANGE DATE/TIME	(76) REFUELING SRVC	(60) EXCHANGE RATE	(61) AMT DUE CHECKIN CURR
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(77) ORIGINAL RENTAL LOC.	(78) EXTENDED TO	(79) AGENT ID	(80) DATE	(81) OTHER EXPENSE DEDUCT AT FINAL CHECK-IN	(62) CASH REFUND EQUIV RENTING CURR
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(63) ACTUAL RETURN LOCATION 0287	(64) RENTING AGENT ID 60140A	(65) RETURN AGENT ID 10399R	(66) CASH REFUND RECEIVED X \$	(67) CASH REFUND RECD CHECKIN CURR X	(68) SPACE NO	(69) REFUND FROM TRAVEL AGENT
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611414694 CONTROL NUMBER
MINIMUM CHARGE IS 1 DAY (24 HRS) PLUS MILEAGE. REFUELING SERVICES ADD'L. CHARGES SUBJECT TO FINAL AUDIT

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TERMS FOR RENTING AN AVIS CAR

I RENT FROM YOU THE CAR DESCRIBED ON THE OTHER SIDE OF THIS AGREEMENT AND I AGREE TO THE TERMS BELOW AND ON THE OTHER SIDE PROVIDED ANY SUCH TERM IS NOT PROHIBITED BY THE LAW OF A JURISDICTION COVERING THIS RENTAL, IN WHICH CASE SUCH LAW CONTROLS. I, ME AND MY REFER TO THE PERSON WHO SIGNS THIS AGREEMENT, YOU AND YOUR REFER TO AVIS.

WHEN I'LL RETURN THE CAR. I'LL RETURN THE CAR ON THE DATE INDICATED ON THE FRONT. I'LL RETURN IT SOONER ON YOUR DEMAND.

WHERE I'LL RETURN THE CAR. THE CAR MUST BE RETURNED TO THE AGREED RETURN LOCATION NAMED IN BOX 11 ON THE FRONT. A RATE CHANGE OR SPECIAL CHARGES MAY APPLY IF RETURNED TO A DIFFERENT LOCATION.

RENTAL CHARGES. I WILL PAY FOR THE NUMBER OF MILES I DRIVE AND THE LENGTH OF TIME I RENT THE CAR AT THE TIME AND MILEAGE RATES INDICATED ON THE FRONT. THE MINIMUM CHARGE IS ONE DAY (24 HOURS) PLUS MILEAGE, OR A FIXED FEE. MILES DETERMINED BY READING THE FACTORY-INSTALLED ODOMETER. I'LL PAY CHARGES FOR MISCELLANEOUS SERVICES WHICH APPLY TO THE RENTAL. AN ADDITIONAL PER DAY CHARGE MAY APPLY TO A RENTER UNDER AGE 25 (IN BOX 53B ON FRONT).

TAXES. I'LL PAY ALL SALES, USE, RENTAL, AND EXCISE TAXES, INCLUDING TAX-RELATED SURCHARGES.

LOSS DAMAGE WAIVER. LDW, WHERE PERMITTED, IS NOT INSURANCE AND IS NOT MANDATORY. IF I ACCEPT LDW AT THE DAILY RATE AND THE CAR IS OPERATED IN ACCORDANCE WITH THIS AGREEMENT, YOU ASSUME ALL LOSS OR DAMAGE TO THE CAR EXCEPT FOR MY AMOUNT OF "RESPONSIBILITY" SHOWN IN BOX 45 ON THE FRONT. IF I DO NOT ACCEPT LDW, I OWE FOR ALL LOSS OR DAMAGE TO THE CAR UNDER THE FOLLOWING PARAGRAPH. MY RESPONSIBILITY ALSO INCLUDES THEFT AND VANDALISM. I ACKNOWLEDGE I HAVE BEEN ADVISED MY OWN INSURANCE MAY COVER LOSS OR DAMAGE.

DAMAGE TO THE CAR. IF THE LAW OF A JURISDICTION COVERING THIS RENTAL REQUIRES CONDITIONS ON LDW THAT ARE DIFFERENT THAN THE TERMS IN THIS AGREEMENT, THAT LAW PREVAILS. IF LDW IS NOT PERMITTED, MY RESPONSIBILITY FOR LOSS OR DAMAGE IS AS SHOWN IN BOX 45 ON FRONT. IF LDW IS AVAILABLE BUT I DO NOT ACCEPT IT, I OWE FOR ALL LOSS OR DAMAGE TO THE CAR REGARDLESS OF FAULT (UNLESS ORDINARY NEGLIGENCE IS PROHIBITED BY LAW) WHETHER DUE TO THEFT, COLLISION, VANDALISM OR ANY OTHER CAUSE. IF THE CAR IS STOLEN OR DETERMINED BY YOU TO BE DAMAGED BEYOND REPAIR, I'LL PAY ITS RETAIL FAIR MARKET VALUE BEFORE THEFT OR DAMAGE LESS SALVAGE. IF CAR IS NOT DAMAGED BEYOND REPAIR, I'LL PAY AVIS' REPAIR PRICE. I'LL PAY THAT PRICE PLUS LOSS OF USE BASED ON REASONABLE DOWNTIME OR AS SPECIFIED BY LAW, PLUS A REASONABLE ADMINISTRATIVE FEE DETERMINED BY YOU OR AS SPECIFIED BY LAW (EXCEPT IN THE CASE OF THEFT WHERE CAR IS NOT RECOVERED), PLUS TOWING AND STORAGE CHARGES, ALL OF WHICH CONSTITUTES THE LOSS ("THE LOSS"). I DO NOT OWE FOR LOSS OR DAMAGE CAUSED BY ACCIDENTAL FIRE OR EXPLOSION, WINDSTORM, HAIL, EARTHQUAKE, OR FLOOD. WHETHER OR NOT I ACCEPT LDW, OR IF LDW IS NOT PERMITTED, I'M RESPONSIBLE FOR THE LOSS IF I OR AN ADDITIONAL DRIVER AUTHORIZED OR NOT 1) ABUSE THE CAR OR VIOLATE PROHIBITED USE OR OPERATION; 2) DRIVE RECKLESSLY OR WHILE UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE; 3) FAIL TO PROMPTLY REPORT AN ACCIDENT TO POLICE AND AVIS; 4) FAIL TO COMPLETE AN ACCIDENT REPORT; 5) OBTAINED THE CAR THROUGH FRAUD OR MISREPRESENTATION; 6) USE THE CAR FOR AN ILLEGAL PURPOSE. IF MY RESPONSIBILITY FOR LOSS OR DAMAGE IS COVERED BY MY OWN INSURANCE OR MY CHARGE CARD ISSUER, I WILL IDENTIFY MY INSURER AND POLICY NUMBER OR CARD ISSUER AND ITS INSURER; I AUTHORIZE YOU TO COLLECT THE LOSS DIRECTLY FROM THE INSURER. I AUTHORIZE YOU TO COLLECT THE LOSS FROM A THIRD PARTY RESPONSIBLE FOR THE DAMAGE; YOU WILL REFUND ANY SUM YOU COLLECT ABOVE THE LOSS.

LOSS DAMAGE WAIVER FEE. IF I ACCEPT LDW, I'LL PAY THE DAILY LDW FEE SHOWN IN BOX 45A ON THE FRONT. I AGREE TO PAY THE DAILY RATE FOR A FULL DAY AT THE RATE IN BOX 45A IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY. LDW FEE IS THE DAILY RATE MULTIPLIED BY NUMBER OF RENTAL DAYS. I ACKNOWLEDGE READING THE NOTICE ON LOSS DAMAGE SHOWN ON FRONT OR IN SEPARATE NOTICE FORM.

REFUELING SERVICE CHARGES. I'LL PAY A REFUELING SERVICE CHARGE IF I RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED: A) IF I HAVE NOT PURCHASED FUEL WHILE ON RENTAL, THIS CHARGE WILL EQUAL THE RATE PER MILE IN BOX 16A ON THE FRONT, MULTIPLIED BY TOTAL MILES DRIVEN DETERMINED IN BOX 30 ON THE FRONT. B) IF I HAVE PURCHASED FUEL WHILE ON RENTAL, THIS CHARGE WILL EQUAL THE RATE PER GALLON SHOWN IN BOX 16B ON THE FRONT, MULTIPLIED BY THE NUMBER OF GALLONS REQUIRED TO REFILL THE CAR'S FUEL TANK (BY READING FACTORY INSTALLED GAUGE). I ACKNOWLEDGE REFUELING SERVICE IS NOT A RETAIL SALE OF FUEL.

SPECIAL CHARGES. IF I REPRESENT I'LL RETURN CAR TO ANOTHER LOCATION, I MAY HAVE TO PAY "ONE-WAY SERVICE FEE" SHOWN IN BOX 43 ON THE FRONT. IF I RETURN THE CAR TO A LOCATION DIFFERENT FROM AGREED RETURN LOCATION IN BOX 11 WITHOUT YOUR WRITTEN PERMISSION, I'LL PAY AN "UNAUTHORIZED RETURN LOCATION FEE". MINIMUM FEE IS \$45. IF THIS FEE IS HIGHER BY MULTIPLYING NORMAL MILEAGE RATE BY DISTANCE BETWEEN RENTING LOCATION AND ACTUAL RETURN LOCATION IN BOX 7, I'LL PAY HIGHER FEE. I'LL PAY A REASONABLE FEE FOR CLEANING TO CAR'S INTERIOR UPON RETURN FOR EXCESSIVE STAINS, DIRT OR SOILAGE ATTRIBUTABLE TO MY USE.

PERSONAL ACCIDENT INSURANCE (PAI) I'LL PAY FOR PERSONAL ACCIDENT INSURANCE IF I ACCEPT IT. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR THE ENTIRE DAY.

PERSONAL EFFECTS PROTECTION (PEP) INSURANCE. (WHERE AVAILABLE) IS EXPLAINED IN BROCHURE AVAILABLE AT COUNTER. I'LL PAY FOR PEP INSURANCE IF I ACCEPT IT. I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY.

FINES AND EXPENSES. I'LL PAY ALL FINES, COURT COSTS AND RECOVERY EXPENSES FOR PARKING, TRAFFIC AND OTHER VIOLATIONS, INCLUDING STORAGE LIENS AND CHARGES, WITH RESPECT TO THE USE OF THE CAR WHILE ON RENTAL TO ME.

ERROR IN RENTAL CHARGES. THE CHARGES SHOWN ON THE OTHER SIDE ARE NOT FINAL AND ARE SUBJECT TO RECALCULATION. I'LL PAY ANY UNDERCHARGES AND I'LL RECEIVE A REFUND FOR ANY OVERCHARGES YOU DISCOVER ON REVIEW.

PROHIBITED USE OF THE CAR. I WILL NOT USE OR PERMIT THE CAR TO CARRY PASSENGERS OR PROPERTY FOR HIRE, TO TOW OR PUSH ANYTHING, TO BE OPERATED IN A TEST, RACE OR CONTEST OR TO BE DRIVEN ON UNPAVED ROADS. I WILL NOT USE OR PERMIT THE CAR TO BE USED FOR AN ILLEGAL PURPOSE, INCLUDING THE TRANSPORTATION OF A CONTROLLED SUBSTANCE OR CONTRABAND. A VIOLATION OF THIS PARAGRAPH AUTOMATICALLY TERMINATES MY RENTAL AND MAKES ME LIABLE TO YOU FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES.

WHO ELSE MAY DRIVE THE CAR. ONLY MY SPOUSE, MY EMPLOYER OR A REGULAR FELLOW EMPLOYEE INCIDENTAL TO BUSINESS DUTIES OR SOMEONE WHO APPEARS AT THE TIME OF RENTAL AND SIGNS AN ADDITIONAL DRIVER FORM, MAY DRIVE THE CAR BUT ONLY WITH MY PRIOR PERMISSION. THE OTHER DRIVER MUST BE AT LEAST 25 YEARS OLD AND A CAPABLE AND VALIDLY LICENSED DRIVER. THERE MAY BE A CHARGE FOR EACH ADDITIONAL DRIVER AUTHORIZED TO DRIVE THE CAR WHICH CHARGE IS SHOWN IN BOX 42B ON FRONT UNLESS PROHIBITED BY LAW COVERING THIS RENTAL.

LIABILITY INSURANCE. ANYONE DRIVING THE CAR AS PERMITTED BY THIS AGREEMENT WILL BE PROTECTED AGAINST LIABILITY FOR CAUSING BODILY INJURY OR DEATH TO OTHERS OR DAMAGING THE PROPERTY OF SOMEONE OTHER THAN THE DRIVER AND/OR THE RENTER UP TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY APPLICABLE LAW. THE LIMIT FOR BODILY INJURY SUSTAINED BY ONE PERSON INCLUDES ANY CLAIM FOR LOSS OF THAT PERSON'S CONSORTIUM OR SERVICES. WHERE THE LAW EXTENDS COVERAGE TO A NON-PERMITTED DRIVER, THE SAME LIMITS SHALL APPLY. SUCH COVERAGE WILL BE PROVIDED BY YOU ACCORDING TO THE TERMS, AND SUBJECT TO ALL OF THE CONDITIONS, OF A STANDARD AUTOMOBILE LIABILITY INSURANCE POLICY, INCLUDING ALL REQUIREMENTS AS TO NOTICE AND COOPERATION ON MY PART, WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT. YOU CAN PROVIDE COVERAGE UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY, OR BOTH, AS YOU CHOOSE. IN ANY CASE, A COPY OF THE POLICY AND/OR CERTIFICATE WILL BE AVAILABLE FOR MY INSPECTION AT YOUR MAIN OFFICE. I UNDERSTAND THAT UNLESS REQUIRED BY APPLICABLE LAW, YOU WILL NOT PROVIDE (A) COVERAGE FOR FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES, (B) COVERAGE FOR BODILY INJURY TO, OR DEATH OF, MYSELF WHILE NOT A DRIVER, OR ANY MEMBER OF MY FAMILY OR THE DRIVER'S FAMILY, (C) SUPPLEMENTARY NO FAULT, NON-COMPULSORY UNINSURED OR UNDERINSURED MOTORIST COVERAGE, AND ANY OTHER OPTIONAL OR REJECTABLE COVERAGE, AND YOU AND I REJECT ALL SUCH COVERAGES TO THE EXTENT PERMITTED BY LAW. WHERE ANY OF THESE COVERAGES ARE REQUIRED OR IMPLIED BY LAW, THE LIMITS SHALL BE THE MINIMUM REQUIRED UNDER APPLICABLE STATUTE. THERE IS NO COVERAGE IN MEXICO.

ADDITIONAL LIABILITY INSURANCE (ALI) (WHERE AVAILABLE) I'LL PAY FOR ADDITIONAL LIABILITY INSURANCE COVERAGE IF AVAILABLE AND I ACCEPT IT. THE LIMITS OF LIABILITY PROTECTION WILL BE \$1,000,000 FOR EACH PERSON FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, BUT NOT MORE THAN \$1,000,000 FOR EACH ACCIDENT, INSTEAD OF THE LIMITS IN THE PRECEDING PARAGRAPH ON LIABILITY INSURANCE. ALL OF THE OTHER TERMS OF THE PRECEDING PARAGRAPH APPLY TO THIS ADDITIONAL COVERAGE. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY.

INDEMNIFICATION. I AGREE TO INDEMNIFY YOU FOR ANY LOSS, LIABILITY AND EXPENSE ARISING OUT OF THE USE OF THE CAR THAT YOU INCUR WHICH EXCEEDS THE LIMITS OF LIABILITY INSURANCE PROVIDED ABOVE OR WHICH RESULTS FROM ANY UNAUTHORIZED USE OR PROHIBITED OPERATION OF THE CAR. A PARTY TO THIS RENTAL AGREEMENT SHALL INDEMNIFY AVIS, INC. AND AVIS RENT A CAR SYSTEM, INC. AGAINST ANY CLAIM ARISING FROM AN ACTION BY SUCH PARTY IN CONNECTION WITH THIS RENTAL THAT THE CUSTOMER STATES IS UNFAIR, DECEPTIVE OR UNCONSCIONABLE.

REPOSSESSING THE CAR. YOU CAN REPOSSESS THE CAR ANYTIME IT IS FOUND ILLEGALLY PARKED, BEING USED TO VIOLATE THE LAW OR THE TERMS OF THIS AGREEMENT, OR APPEARS TO BE ABANDONED. YOU CAN ALSO REPOSSESS ANYTIME YOU DISCOVER I MADE A MISREPRESENTATION TO OBTAIN THE CAR. YOU NEEDN'T NOTIFY ME IN ADVANCE.

COLLECTIONS. ALL CHARGES, FEES AND EXPENSES, INCLUDING PAYMENT FOR LOSS OF OR DAMAGE TO THE CAR, ARE DUE AT YOUR DEMAND. IF I DO NOT PAY A CHARGE WHEN DUE, I AGREE TO PAY A LATE CHARGE OF 1 1/2% PER MONTH ON THE PAID DUE BALANCE. I WILL PAY ANY COLLECTION COSTS, INCLUDING A SERVICE CHARGE FOR ANY CHECK WHICH IS NOT HONORED BY A FINANCIAL INSTITUTION AND YOUR REASONABLE ATTORNEY'S FEES, IF I DON'T PAY ANY AMOUNT WHEN DUE. IF THE LAW PERMITS, YOU MAY CONTACT ME OR MY EMPLOYER AT MY PLACE OF BUSINESS ABOUT PAYMENT.

CHARGE CARD RESERVE. I HAVE BEEN INFORMED THAT MY CREDIT, UP TO AN AMOUNT OF THE ESTIMATED TOTAL CHARGES DUE UNDER THIS AGREEMENT, BASED ON MY REPRESENTATION ABOUT THIS RENTAL, MAY BE SET ASIDE OR RESERVED BY THE CHARGE CARD ISSUER WHOSE CARD I PRESENT IN PAYMENT OF MY BILL. I CONSENT TO THE RESERVATION OR SETTING ASIDE OF THAT AMOUNT.

PROPERTY LEFT IN THE CAR. YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO ANY PROPERTY LEFT IN OR ON THE CAR, IN ANY SERVICE VEHICLE, ON YOUR PREMISES, OR RECEIVED OR HANDLED BY YOU, REGARDLESS OF WHO IS AT FAULT. I'LL BE RESPONSIBLE TO YOU FOR CLAIMS BY OTHERS FOR LOSS OR DAMAGE.

MEANING OF "CAR". THE WORD "CAR" IN THIS AGREEMENT MEANS THE VEHICLE RENTED OR ITS REPLACEMENT, INCLUDES TIRES, TOOLS, EQUIPMENT, ACCESSORIES, PLATES, DOCUMENTS.

CHANGES. ANY CHANGE IN THIS AGREEMENT OR YOUR RIGHTS MUST BE IN WRITING AND SIGNED BY YOUR PRESIDENT OR A VICE PRESIDENT.



ORIGINAL

THIS IS YOUR CONTRACT
READ TERMS CAREFULLY

- 1 CHECK-OUT - Record control # in system. File with RA log.
- CAR RETURN- Record control # in system. Discard.

NOTICE: This contract offers, for an additional charge, a Loss Damage Waiver to cover your responsibility for loss or damage to the car. You are advised not to sign this waiver if you have rental car collision coverage provided by certain gold or platinum credit cards or on your own car. Before deciding whether to purchase the waiver, you should determine whether your own insurance affords you coverage for loss or damage to the rental car and the amount of the deductible under your own insurance. The purchase of this waiver is not mandatory and may be waived.

SEND INQUIRIES TO: AVIS RENT A CAR SYSTEM, INC.

(1)

STAPLETON INT'L AIRPORT
7511 E. 29 WAY
DENVER, CO, 80207, US

(2) RENTAL AGREEMENT 364627023	(3) RENTING LOC. 0287	(4) MVA NUMBER 6213734	(5) OWN. LOC. 8052	(6) DRIVER'S LICENSE NUMBER USMNE642603429932	(7) RETURN LOCATION DENVER APO CO	(8) AMOUNT DUE USD 219.27
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(9) VEHICLE DESCRIPTION SIL OLDS SUPR 2DR D	(10) LICENSE NUMBER CO ZRL536	(11) AGREED RETURN LOCATION DENVER APO CO	(12) AGREED RETURN DATE/TIME 02SEP91/1300
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(13) IMPRINT AREA CA378204245293008 02SEP91/1209	(24A) AUTHORIZATION NO. OUT/AMOUNT 28/209 L	(24B) AUTHORIZATION NO. IN/AMOUNT
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(25) TIME USED 4 DY 14 HR	(26) MILS/KMS IN 18386	(27) DATE/TIME IN 02SEP91/1209	(28) MILS/KMS OUT 17486	(29) DATE/TIME OUT 28AUG91/2123
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SATURDAY NIGHT OVERSTAY REQUIRED

RATE CODE (14) 2Q/D	CURR CODE USD	IF I DON'T COMPLY WITH ALL RULES FOR A SPECIAL RATE, THAT RATE IS VOID AND I WILL PAY A HIGHER RATE WHICH MAY INCLUDE MILEAGE CHARGES AND/OR ONE-WAY SERVICE FEES.	FREE MILS/KMS UNL	(31) ADD'L HRS @ \$ 15.67
DISC. 5.0	ADD'L. HOURS 15.67	DAILY RATE 47.00	WEEKLY RATE 188.00	ADD'L. DAYS
MIN 99 HRS		MAX 28 DAY		(32) DAYS @ \$ 47.00
				(33) WEEKS @ \$ 188.00
				(34) 188.00

A REFUELING SERVICE CHARGE WILL BE APPLIED IF I CHOOSE TO RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED, AS EXPLAINED ON REVERSE SIDE.

FUEL OUT 8	FUEL IN 4	(16A) REFUELING SERVICE CHG. PER MILE 1.284	(16B) REFUELING SERVICE CHG. PER GAL 2.440	(35) 2Q/D 900FM
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(17) ADDITIONAL INFORMATION

(18) AWD NUMBER A900057	(19) FREQUENT FLYER NO./REMARKS	(36) ADJUSTMENTS	(38) ARC/IATA NO.	(37) SUB TOTAL ADD (30) THRU (36) 188.00
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(20) EHRlichmann, Michael 433 S 1TH ST 2001 MPLS, MN, 55145, US	(21) CV	(40) WIZARD NUMBER	TA COM Yes	(39) DISC 5.00	9.40
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(42A) MISC. CHARGES	(41) TIME AND MILEAGE CHARGE 178.60
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(42B) ADD'L. DRIVERS FEE /DRVR NO \$	(43) ONE WAY SVC FEE
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(45A) (LDW) LOSS DAMAGE WAIVER READ TERMS ON OTHER SIDE	I ACCEPT	RATE PER DAY 12.00	I DON'T ACCEPT X	(44) REFUELING SVC (TAXABLE)	(45) 0
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(51A) (PAI) PERSONAL ACCIDENT INSURANCE	I ACCEPT	RATE PER DAY 3.00	I DON'T ACCEPT X	(46) PAI, PEP, ALI (TAXABLE)	(47)
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(51B) (PEP) PERSONAL EFFECTS PROTECTION READ OTHER SIDE	I ACCEPT	RATE PER DAY 1.50	I DON'T ACCEPT X	(48)	(49) SUB TOTAL 178.60
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(51C) (ALI) ADDITIONAL LIABILITY INSURANCE READ OTHER SIDE	I ACCEPT	RATE PER DAY 5.95	I DON'T ACCEPT X	(50) TAX 11.500 %	20.54
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(53A) DATE OF BIRTH 07DEC50	(52) REFUEL SRVC (NON-TAXABLE)	20.13
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(53B) ADD'L. CHARGE	(54) TOTAL CHARGE 219.27
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(57) PREPAYMENT NPR	(55) ON THE ROAD EXPENSES	(56) NET CHARGES 219.27
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(23) I have read and agree to the terms on both sides of this agreement. If I have presented a credit card for payment, all charges, including parking tickets, may be billed to the credit card and my signature below will be considered to have been made on the applicable credit card voucher.

THIS RENTAL IS:
BUSINESS PERSONAL

(70) PREVIOUS MVA NUMBER	(71) MILS/KMS IN	(72) MILS/KMS DRIVEN	(73) NO. OF VEHICLE EXCHANGES	(58) METHOD OF PAYMENT AMEX	(59) AMOUNT DUE CAD USD 219.27
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(74) LAST EXCHANGE LOCATION	(75) EXCHANGE DATE/TIME	(76) REFUELING SRVC	(80) EXCHANGE RATE	(61) AMT DUE CHECKIN CURR
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(77) ORIGINAL RENTAL LOC.	(78) EXTENDED TO	(79) AGENT ID	(80) DATE	(81) OTHER EXPENSE DEDUCT AT FINAL CHECK-IN	(62) CASH REFUND EQUIV RENTING CURR
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(63) ACTUAL RETURN LOCATION 0287	(64) RENTING AGENT ID 60140A	(65) RETURN AGENT ID 10392R	(66) CASH REFUND RECEIVED X \$	(67) CASH REFUND REC'D CHECKIN CURR X
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61043748	364627023	34061951-US-0 D	(68) SPACE NO	(69) REFUND FROM TRAVEL AGENT
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CONTROL NUMBER

MINIMUM CHARGE IS 1 DAY (24 HRS) PLUS MILEAGE. REFUELING SERVICES ADD'L. CHARGES SUBJECT TO FINAL AUDIT

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TERMS FOR RENTING AN AVIS CAR

I RENT FROM YOU THE CAR DESCRIBED ON THE OTHER SIDE OF THIS AGREEMENT AND I AGREE TO THE TERMS BELOW AND ON THE OTHER SIDE PROVIDED ANY SUCH TERM IS NOT PROHIBITED BY THE LAW OF A JURISDICTION COVERING THIS RENTAL, IN WHICH CASE SUCH LAW CONTROLS. I, ME AND MY REFER TO THE PERSON WHO SIGNS THIS AGREEMENT, YOU AND YOUR REFER TO AVIS.

WHEN I'LL RETURN THE CAR. I'LL RETURN THE CAR ON THE DATE INDICATED ON THE FRONT. I'LL RETURN IT SOONER ON YOUR DEMAND.

WHERE I'LL RETURN THE CAR. THE CAR MUST BE RETURNED TO THE AGREED RETURN LOCATION NAMED IN BOX 11 ON THE FRONT. A RATE CHANGE OR SPECIAL CHARGES MAY APPLY IF RETURNED TO A DIFFERENT LOCATION.

RENTAL CHARGES. I WILL PAY FOR THE NUMBER OF MILES I DRIVE AND THE LENGTH OF TIME I RENT THE CAR AT THE TIME AND MILEAGE RATES INDICATED ON THE FRONT. THE MINIMUM CHARGE IS ONE DAY (24 HOURS) PLUS MILEAGE, OR A FIXED FEE. MILES DETERMINED BY READING THE FACTORY-INSTALLED ODOMETER. I'LL PAY CHARGES FOR MISCELLANEOUS SERVICES WHICH APPLY TO THE RENTAL. AN ADDITIONAL PER DAY CHARGE MAY APPLY TO A RENTER UNDER AGE 25 (IN BOX 53B ON FRONT).

TAXES. I'LL PAY ALL SALES, USE, RENTAL, AND EXCISE TAXES, INCLUDING TAX-RELATED SURCHARGES.

LOSS DAMAGE WAIVER. LDW, WHERE PERMITTED, IS NOT INSURANCE AND IS NOT MANDATORY. IF I ACCEPT LDW AT THE DAILY RATE AND THE CAR IS OPERATED IN ACCORDANCE WITH THIS AGREEMENT, YOU ASSUME ALL LOSS OR DAMAGE TO THE CAR EXCEPT FOR MY AMOUNT OF "RESPONSIBILITY" SHOWN IN BOX 45 ON THE FRONT. IF I DO NOT ACCEPT LDW, I OWE FOR ALL LOSS OR DAMAGE TO THE CAR UNDER THE FOLLOWING PARAGRAPH. MY RESPONSIBILITY ALSO INCLUDES THEFT AND VANDALISM. I ACKNOWLEDGE I HAVE BEEN ADVISED MY OWN INSURANCE MAY COVER LOSS OR DAMAGE.

DAMAGE TO THE CAR. IF THE LAW OF A JURISDICTION COVERING THIS RENTAL REQUIRES CONDITIONS ON LDW THAT ARE DIFFERENT THAN THE TERMS IN THIS AGREEMENT, THAT LAW PREVAILS. IF LDW IS NOT PERMITTED, MY RESPONSIBILITY FOR LOSS OR DAMAGE IS AS SHOWN IN BOX 45 ON FRONT. IF LDW IS AVAILABLE BUT I DO NOT ACCEPT IT, I OWE FOR ALL LOSS OR DAMAGE TO THE CAR REGARDLESS OF FAULT (UNLESS ORDINARY NEGLIGENCE IS PROHIBITED BY LAW) WHETHER DUE TO THEFT, COLLISION, VANDALISM OR ANY OTHER CAUSE. IF THE CAR IS STOLEN OR DETERMINED BY YOU TO BE DAMAGED BEYOND REPAIR, I'LL PAY ITS RETAIL FAIR MARKET VALUE BEFORE THEFT OR DAMAGE LESS SALVAGE. IF CAR IS NOT DAMAGED BEYOND REPAIR, I'LL PAY AVIS' REPAIR PRICE. I'LL PAY THAT PRICE PLUS LOSS OF USE BASED ON REASONABLE DOWNTIME OR AS SPECIFIED BY LAW, PLUS A REASONABLE ADMINISTRATIVE FEE DETERMINED BY YOU OR AS SPECIFIED BY LAW (EXCEPT IN THE CASE OF THEFT WHERE CAR IS NOT RECOVERED), PLUS TOWING AND STORAGE CHARGES, ALL OF WHICH CONSTITUTES THE LOSS ("THE LOSS"). I DO NOT OWE FOR LOSS OR DAMAGE CAUSED BY ACCIDENTAL FIRE OR EXPLOSION, WINDSTORM, HAIL, EARTHQUAKE, OR FLOOD. WHETHER OR NOT I ACCEPT LDW, OR IF LDW IS NOT PERMITTED, I'M RESPONSIBLE FOR THE LOSS IF I OR AN ADDITIONAL DRIVER AUTHORIZED OR NOT 1) ABUSE THE CAR OR VIOLATE PROHIBITED USE OR OPERATION; 2) DRIVE RECKLESSLY OR WHILE UNDER THE INFLUENCE OF ALCOHOL OR CONTROLLED SUBSTANCE; 3) FAIL TO PROMPTLY REPORT AN ACCIDENT TO POLICE AND AVIS; 4) FAIL TO COMPLETE AN ACCIDENT REPORT; 5) OBTAINED THE CAR THROUGH FRAUD OR MISREPRESENTATION; 6) USE THE CAR FOR AN ILLEGAL PURPOSE. IF MY RESPONSIBILITY FOR LOSS OR DAMAGE IS COVERED BY MY OWN INSURANCE OR MY CHARGE CARD ISSUER, I WILL IDENTIFY MY INSURER AND POLICY NUMBER OR CARD ISSUER AND ITS INSURER; I AUTHORIZE YOU TO COLLECT THE LOSS DIRECTLY FROM THE INSURER. I AUTHORIZE YOU TO COLLECT THE LOSS FROM A THIRD PARTY RESPONSIBLE FOR THE DAMAGE; YOU WILL REFUND ANY SUM YOU COLLECT ABOVE THE LOSS.

LOSS DAMAGE WAIVER FEE. IF I ACCEPT LDW, I'LL PAY THE DAILY LDW FEE SHOWN IN BOX 45A ON THE FRONT. I AGREE TO PAY THE DAILY RATE FOR A FULL DAY AT THE RATE IN BOX 45A IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY. LDW FEE IS THE DAILY RATE MULTIPLIED BY NUMBER OF RENTAL DAYS. I ACKNOWLEDGE READING THE NOTICE ON LOSS DAMAGE SHOWN ON FRONT OR IN SEPARATE NOTICE FORM.

REFUELING SERVICE CHARGES. I'LL PAY A REFUELING SERVICE CHARGE IF I RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED: A) IF I HAVE NOT PURCHASED FUEL WHILE ON RENTAL, THIS CHARGE WILL EQUAL THE RATE PER GALLON IN BOX 16A ON THE FRONT, MULTIPLIED BY TOTAL MILES DRIVEN DETERMINED IN BOX 30 ON THE FRONT. B) IF I HAVE PURCHASED FUEL WHILE ON RENTAL, THIS CHARGE WILL EQUAL THE RATE PER GALLON SHOWN IN BOX 16B ON THE FRONT, MULTIPLIED BY THE NUMBER OF GALLONS REQUIRED TO REFILL THE CAR'S FUEL TANK (BY READING FACTORY INSTALLED GAUGE). I ACKNOWLEDGE REFUELING SERVICE IS NOT A RETAIL SALE OF FUEL.

SPECIAL CHARGES. IF I REPRESENT I'LL RETURN CAR TO ANOTHER LOCATION, I MAY HAVE TO PAY "ONE-WAY SERVICE FEE" SHOWN IN BOX 43 ON THE FRONT. IF I RETURN THE CAR TO A LOCATION DIFFERENT FROM AGREED RETURN LOCATION IN BOX 11 WITHOUT YOUR WRITTEN PERMISSION, I'LL PAY AN "UNAUTHORIZED RETURN LOCATION FEE". MINIMUM FEE IS \$45. IF THIS FEE IS HIGHER BY MULTIPLYING NORMAL MILEAGE RATE BY DISTANCE BETWEEN RENTING LOCATION AND ACTUAL RETURN LOCATION IN BOX 7, I'LL PAY HIGHER FEE. I'LL PAY A REASONABLE FEE FOR CLEANING TO CAR'S INTERIOR UPON RETURN FOR EXCESSIVE STAINS, DIRT OR SOILAGE ATTRIBUTABLE TO MY USE.

PERSONAL ACCIDENT INSURANCE (PAI) I'LL PAY FOR PERSONAL ACCIDENT INSURANCE IF I ACCEPT IT. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR THE ENTIRE DAY.

PERSONAL EFFECTS PROTECTION (PEP) INSURANCE. (WHERE AVAILABLE) IS EXPLAINED IN BROCHURE AVAILABLE AT COUNTER. I'LL PAY FOR PEP INSURANCE IF I ACCEPT IT. I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY.

FINES AND EXPENSES. I'LL PAY ALL FINES, COURT COSTS AND RECOVERY EXPENSES FOR PARKING, TRAFFIC AND OTHER VIOLATIONS, INCLUDING STORAGE LIENS AND CHARGES, WITH RESPECT TO THE USE OF THE CAR WHILE ON RENTAL TO ME.

ERROR IN RENTAL CHARGES. THE CHARGES SHOWN ON THE OTHER SIDE ARE NOT FINAL AND ARE SUBJECT TO RECALCULATION. I'LL PAY ANY UNDERCHARGES AND I'LL RECEIVE A REFUND FOR ANY OVERCHARGES YOU DISCOVER ON REVIEW.

PROHIBITED USE OF THE CAR. I WILL NOT USE OR PERMIT THE CAR TO CARRY PASSENGERS OR PROPERTY FOR HIRE, TO TOW OR PUSH ANYTHING, TO BE OPERATED IN A TEST, RACE OR CONTEST OR TO BE DRIVEN ON UNPAVED ROADS. I WILL NOT USE OR PERMIT THE CAR TO BE USED FOR AN ILLEGAL PURPOSE, INCLUDING THE TRANSPORTATION OF A CONTROLLED SUBSTANCE OR CONTRABAND. A VIOLATION OF THIS PARAGRAPH AUTOMATICALLY TERMINATES MY RENTAL AND MAKES ME LIABLE TO YOU FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES.

WHO ELSE MAY DRIVE THE CAR. ONLY MY SPOUSE, MY EMPLOYER OR A REGULAR FELLOW EMPLOYEE INCIDENTAL TO BUSINESS DUTIES OR SOMEONE WHO APPEARS AT THE TIME OF RENTAL AND SIGNS AN ADDITIONAL DRIVER FORM, MAY DRIVE THE CAR BUT ONLY WITH MY PRIOR PERMISSION. THE OTHER DRIVER MUST BE AT LEAST 25 YEARS OLD AND A CAPABLE AND VALIDLY LICENSED DRIVER. THERE MAY BE A CHARGE FOR EACH ADDITIONAL DRIVER AUTHORIZED TO DRIVE THE CAR WHICH CHARGE IS SHOWN IN BOX 42B ON FRONT UNLESS PROHIBITED BY LAW COVERING THIS RENTAL.

LIABILITY INSURANCE. ANYONE DRIVING THE CAR AS PERMITTED BY THIS AGREEMENT WILL BE PROTECTED AGAINST LIABILITY FOR CAUSING BODILY INJURY OR DEATH TO OTHERS OR DAMAGING THE PROPERTY OF SOMEONE OTHER THAN THE DRIVER AND/OR THE RENTER UP TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY APPLICABLE LAW. THE LIMIT FOR BODILY INJURY SUSTAINED BY ONE PERSON INCLUDES ANY CLAIM FOR LOSS OF THAT PERSON'S CONSORTIUM OR SERVICES. WHERE THE LAW EXTENDS COVERAGE TO A NON-PERMITTED DRIVER, THE SAME LIMITS SHALL APPLY. SUCH COVERAGE WILL BE PROVIDED BY YOU ACCORDING TO THE TERMS, AND SUBJECT TO ALL OF THE CONDITIONS, OF A STANDARD AUTOMOBILE LIABILITY INSURANCE POLICY, INCLUDING ALL REQUIREMENTS AS TO NOTICE AND COOPERATION ON MY PART, WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT. YOU CAN PROVIDE COVERAGE UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY, OR BOTH, AS YOU CHOOSE. IN ANY CASE, A COPY OF THE POLICY AND/OR CERTIFICATE WILL BE AVAILABLE FOR MY INSPECTION AT YOUR MAIN OFFICE. I UNDERSTAND THAT UNLESS REQUIRED BY APPLICABLE LAW, YOU WILL NOT PROVIDE (A) COVERAGE FOR FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES, (B) COVERAGE FOR BODILY INJURY TO, OR DEATH OF, MYSELF WHILE NOT A DRIVER, OR ANY MEMBER OF MY FAMILY OR THE DRIVER'S FAMILY, (C) SUPPLEMENTARY NO FAULT, NON-COMPULSORY UNINSURED OR UNDERINSURED MOTORIST COVERAGE, AND ANY OTHER OPTIONAL OR REJECTABLE COVERAGE, AND YOU AND I REJECT ALL SUCH COVERAGES TO THE EXTENT PERMITTED BY LAW. WHERE ANY OF THESE COVERAGES ARE REQUIRED OR IMPLIED BY LAW, THE LIMITS SHALL BE THE MINIMUM REQUIRED UNDER APPLICABLE STATUTE. THERE IS NO COVERAGE IN MEXICO.

ADDITIONAL LIABILITY INSURANCE (ALI) (WHERE AVAILABLE) I'LL PAY FOR ADDITIONAL LIABILITY INSURANCE COVERAGE IF AVAILABLE AND I ACCEPT IT. THE LIMITS OF LIABILITY PROTECTION WILL BE \$1,000,000 FOR EACH PERSON FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, BUT NOT MORE THAN \$1,000,000 FOR EACH ACCIDENT, INSTEAD OF THE LIMITS IN THE PRECEDING PARAGRAPH ON LIABILITY INSURANCE. ALL OF THE OTHER TERMS OF THE PRECEDING PARAGRAPH APPLY TO THIS ADDITIONAL COVERAGE. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY.

INDEMNIFICATION. I AGREE TO INDEMNIFY YOU FOR ANY LOSS, LIABILITY AND EXPENSE ARISING OUT OF THE USE OF THE CAR THAT YOU INCUR WHICH EXCEEDS THE LIMITS OF LIABILITY INSURANCE PROVIDED ABOVE OR WHICH RESULTS FROM ANY UNAUTHORIZED USE OR PROHIBITED OPERATION OF THE CAR. A PARTY TO THIS RENTAL AGREEMENT SHALL INDEMNIFY AVIS, INC. AND AVIS RENT A CAR SYSTEM, INC. AGAINST ANY CLAIM ARISING FROM AN ACTION BY SUCH PARTY IN CONNECTION WITH THIS RENTAL THAT THE CUSTOMER STATES IS UNFAIR, DECEPTIVE OR UNCONSCIONABLE.

REPOSSESSING THE CAR. YOU CAN REPOSSESS THE CAR ANYTIME IT IS FOUND ILLEGALLY PARKED, BEING USED TO VIOLATE THE LAW OR THE TERMS OF THIS AGREEMENT, OR APPEARS TO BE ABANDONED. YOU CAN ALSO REPOSSESS ANYTIME YOU DISCOVER I MADE A MISREPRESENTATION TO OBTAIN THE CAR. YOU NEEDN'T NOTIFY ME IN ADVANCE.

COLLECTIONS. ALL CHARGES, FEES AND EXPENSES, INCLUDING PAYMENT FOR LOSS OF OR DAMAGE TO THE CAR, ARE DUE AT YOUR DEMAND. IF I DO NOT PAY ALL CHARGES WHEN DUE, I AGREE TO PAY A LATE CHARGE OF 1 1/2% PER MONTH ON THE PAST DUE BALANCE. I WILL PAY ANY COLLECTION COSTS, INCLUDING A SERVICE CHARGE FOR ANY CHECK WHICH IS NOT HONORED BY A FINANCIAL INSTITUTION AND YOUR REASONABLE ATTORNEY'S FEES, IF I DON'T PAY ANY AMOUNT WHEN DUE. IF THE LAW PERMITS, YOU MAY CONTACT ME OR MY EMPLOYER AT MY PLACE OF BUSINESS ABOUT PAYMENT.

CHARGE CARD RESERVE. I HAVE BEEN INFORMED THAT MY CREDIT, UP TO AN AMOUNT OF THE ESTIMATED TOTAL CHARGES DUE UNDER THIS AGREEMENT, BASED ON MY REPRESENTATION ABOUT THIS RENTAL, MAY BE SET ASIDE OR RESERVED BY THE CHARGE CARD ISSUER WHOSE CARD I PRESENT IN PAYMENT OF MY BILL. I CONSENT TO THE RESERVATION OR SETTING ASIDE OF THAT AMOUNT.

PROPERTY LEFT IN THE CAR. YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO ANY PROPERTY LEFT IN OR ON THE CAR, IN ANY SERVICE VEHICLE, ON YOUR PREMISES, OR RECEIVED OR HANDLED BY YOU, REGARDLESS OF WHO IS AT FAULT. I'LL BE RESPONSIBLE TO YOU FOR CLAIMS BY OTHERS FOR LOSS OR DAMAGE.

MEANING OF "CAR". THE WORD "CAR" IN THIS AGREEMENT MEANS THE VEHICLE RENTED OR ITS REPLACEMENT, INCLUDES TIRES, TOOLS, EQUIPMENT, ACCESSORIES, PLATES, DOCUMENTS.

CHANGES. ANY CHANGE IN THIS AGREEMENT OR YOUR RIGHTS MUST BE IN WRITING AND SIGNED BY YOUR PRESIDENT OR A VICE PRESIDENT.



AVIS RENT A CAR SYSTEM, INC.
7511 East 29th Way
Denver, Colorado 80207

Ski The
Rockies With
Avis



Michael Ehrlichmann
433 S. 7th Street #2001
Minneapolis, Mn. 55445





Fact Sheet

RTB Developing New ADA-Consistent Fares

The Regional Transit Board (RTB) is developing a new fare structure for the Metro Mobility program that will take effect November 16. The proposed fares, outlined below, were developed to comply with both state and federal law.

The Minnesota Department of Human Rights found that an earlier fare increase the RTB passed was discriminatory against persons with disabilities. Federal Americans with Disabilities Act (ADA) regulations released in September say that fares for paratransit service, such as Metro Mobility, can be set at twice the fare for regular route bus service.

The proposed fares, and how they relate to regular route fares, are:

	<u>Metro Mobility</u>	<u>Regular Route</u>
Base	1.70	.85
Peak surcharge	.50	.25
Zone-crossing surcharge	.50	.25
Express charge	.00	.25
Highest Possible Fare	2.70	1.60

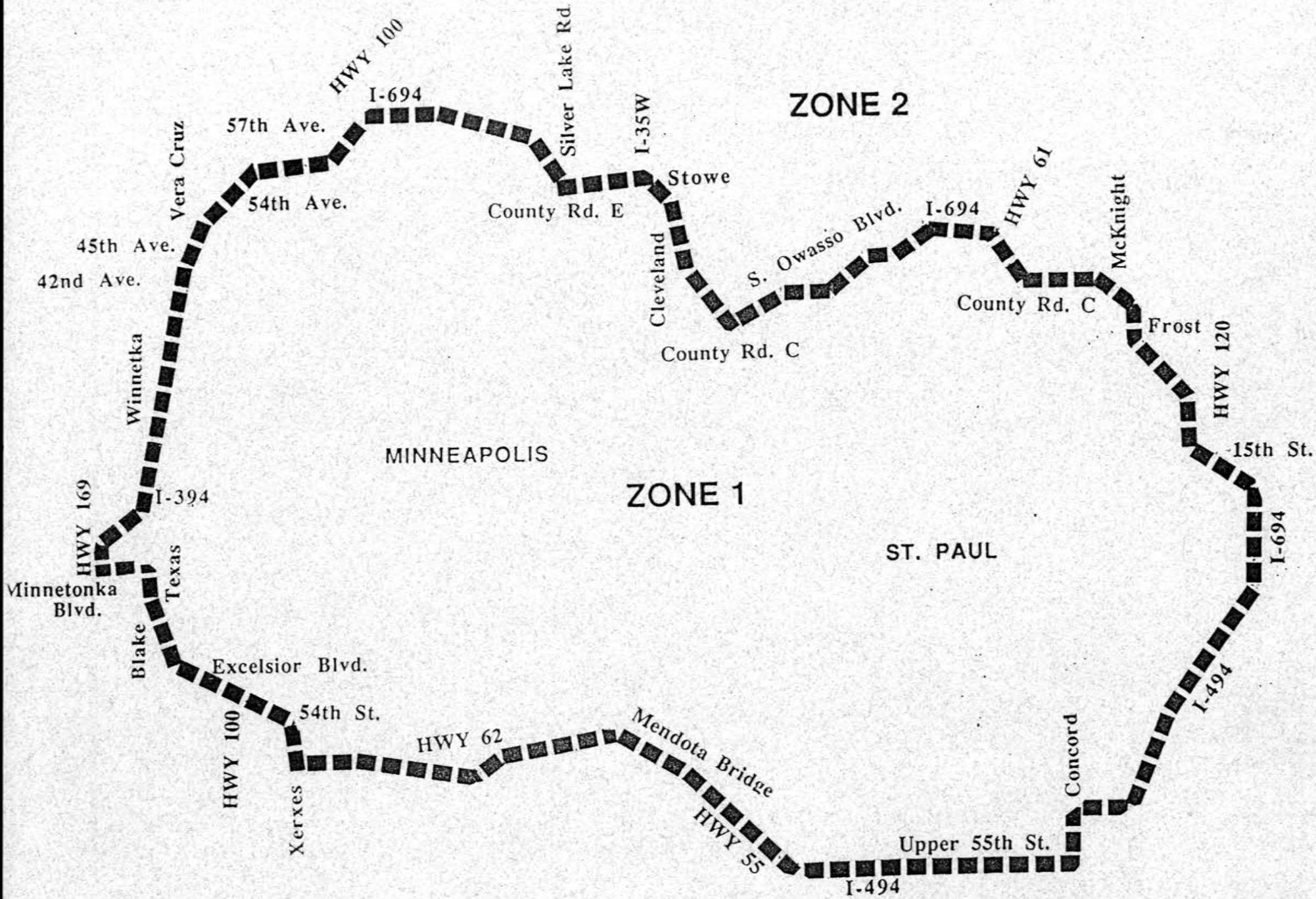
Peak service for both the regular route transit system and Metro Mobility is from 6:00-9:00 a.m. and from 3:30-6:30 p.m. After receiving public reaction to the proposed fare change, the board will take action at its regularly scheduled board meeting on Monday, October 21 at 4:00 p.m. in Mears Park Centre Chambers.

Metro Mobility service will be divided into the same zones used for the regular route bus system. Minneapolis, St. Paul and the first-ring suburbs are in zone one. Outer suburban areas are in zone two. Metro Mobility riders will pay the zone charge when their trip crosses from one zone into another. A map on the back of this page shows zone one and zone two communities.

The new fares will mean a decrease for approximately 70 percent of Metro Mobility riders. While the new structure will bring some relief to Metro Mobility riders, it still will not solve the problem of limited funding for the program. In fact, implementing these changes will make the program at least \$1.5 million short this biennium. The RTB will need to ask the Legislature for additional funding in January to make up this shortfall, or make additional cost-saving changes in the program.

-- over --

October 1991



METRO MOBILITY ZONE BOUNDARIES



Fact Sheet

Metro Mobility Zones to Match Regular Route Zones

Metro Mobility service will be divided into the same zones used for the regular route bus system. Minneapolis, St. Paul and the first-ring suburbs are in zone one. Outer suburbs are in zone two. Metro Mobility riders will pay the zone charge when their trip crosses from one zone into another. The zone one and zone two communities are listed below and on the back of this page.

METRO MOBILITY ZONE ONE COMMUNITIES

Brooklyn Center (portions of)
Columbia Heights
Falcon Heights
Golden Valley (eastern segments)
Hilltop
Landfall
Lauderdale
Lilydale
Little Canada
Maplewood
Mendota
Mendota Heights
Minneapolis
Robbinsdale
Roseville
St. Anthony
St. Louis Park
St. Paul
South St. Paul
Sunfish Lake
West St. Paul

-- over --

METRO MOBILITY ZONE TWO COMMUNITIES

Anoka	Medicine Lake
Apple Valley	Minnetonka
Arden Hills	Minnetonka Beach
Bayport	Mound
Baytown	Moundsview
Birchwood	New Brighton
Blaine	New Hope
Bloomington	Newport
Brooklyn Center (half)	North Oaks
Brooklyn Park	North St. Paul
Burnsville	Oakdale
Centerville	Oak Park Heights
Champlin	Orono
Chanhassen	Osseo
Chaska	Pine Spring
Circle Pines	Plymouth
Coon Rapids	Prior Lake
Cottage Grove	Richfield
Crystal (half)	Rosemount
Deephaven	St. Paul Park
Eagan	Savage
Eden Prairie	Shakopee
Edina	Shoreview
Excelsior	Shorewood
Fridley (northern two-thirds)	Spring Lake Park
Gem Lake	Spring Park
Greenwood	Stillwater
Hopkins	Tonka Bay
Inver Grove Heights (southern portion)	Vadnais Heights
Lake Elmo	Wayzata
Lexington	White Bear Lake
Lino Lakes	White Bear Township
Long Lake	Willernie
Mahtomedi	Woodbury
Maple Grove	Woodland



Regional Transit Board Public Hearing
October 8, 1991

Good evening, Mr. Chair, Members of the Board. My name is Mary Jo Nichols. I am the Support Services Coordinator with the Metropolitan Center for Independent Living (MCIL). I am also Board Member Caranicas' disability representative to the Transit Accessibility Advisory Committee (TAAC). My comments this evening reflect those of MCIL.

The fare proposal which was presented to this Board on Monday, September 30 was expressly stated as one that is consistent with the United States Department of Transportation's implementing regulations of Title II of the Americans with Disabilities Act (ADA). That Metro Mobility fares "...shall not exceed twice the fare that would be charged to an individual paying full fare (i.e., without regard to discounts)..." is clear regulatory language. 42CFR §37.131(c). This paratransit fare is based "...on the actual fare paid on a similar fixed route trip, including transfers and premium charges." 56 Fed. Reg. 45607.

We recognize the projected fiscal impact of compliance and are not dismissing the realities of operating at a deficit. However, in the midst of this dilemma, our thinking and our actions must be kept in the proper perspective. That perspective should not jeopardize either the spirit or intent of the ADA, but instead draw upon our local talents, capabilities, experiences, and resources to come to terms with our own situation while ensuring that people with disabilities are included as consumers of public transit services.

Whatever fare this Board ultimately adopts, we ask that you base your decision-making on the following:

"The ADA is a civil rights statute, not a transportation or social service program statute..." 56 Fed. Reg. 45601. Nor is it intended to be "...a comprehensive system of transportation for individuals with disabilities." Id. If it were, it would be hypocritical to proclaim that the fundamental purpose of the ADA is integration, but then permit the creation or continuation of wholly segregated, or separate, transit services.

MCIL is part of the national independent living movement. We are in the business of providing assistance and services in concert with people with disabilities. Our efforts, both philosophically and in actuality, promote the desires of each individual person to attain or maintain an independent life-style. This means inclusion and integration. MCIL will not support, encourage, or facilitate any action that smacks of segregation.

In arriving at a comparability standard for paratransit fares, the U.S. Department of Transportation's Advisory Committee attempted to balance competing interests. Transit providers held the position that twice the base fixed route fare was inadequate; the disability community's position was that a double fare was not comparable. The Committee recognized the higher per trip costs of providing a demand-responsive service, as well as the need to establish a comparable fare for consumers, one that was not prohibitively high, and yet reasonably related to service costs. Consistent with the ADA, the Department's final rule addresses comparability from the point of view of the consumer, not the provider. Discounts were dropped from consideration in determining the base paratransit fare, in part at least, because of concerns expressed by transit providers -- concerns that discounts would add further to their revenue pressures, and create a disincentive for using fixed route discounts.

The RTB's Metro Mobility fare proposal is a fair proposal. It represents a reduction in the base fare that has been in effect since July 1, and a greater reduction in longer trip fares since distance traveled can no longer be factored in. Any suggested mechanism that seeks to discount the proposed Metro Mobility fares is simply a direct challenge to the federal comparability standard and an attempt to circumvent the intent and rationale for adopting this standard. What is not permitted by way of the front door cannot be condoned by efforts to stage an end run through the back door.

Again, we are not ignoring the realities of operating a transit service with a negative fund balance. We would offer the following suggestions to hopefully alleviate the fiscal consequences of this fare proposal:

1. Board member Wedell's suggestion to waive the fixed-route fare for Metro Mobility riders who opt to use the accessible routes should be considered. As he indicated, it could serve a two-fold purpose: 1) An incentive for Metro Mobility riders to become familiar with accessible fixed route service; and 2) An opportunity to identify system problems.

We would expand upon that by recommending that the fare be waived for a specific period of time or a specific number of trips, and that this incentive be offered as each additional route is made accessible. We suggest that coupons for ten (10) free rides on an accessible route be included in the next issue of the "Metro Memo";

2. Allow for transfers between Metro Mobility and accessible fixed route service;
3. Re-evaluate the schedule of fixed routes that will be made accessible according to the MTC's original plan. This plan did consider a number of factors including how and where routes intersect or connect with other routes, and passenger usage. We support MTC efforts to reconsider the schedule and to place the primary focus on specific locations where there is a concentration of people with disabilities,

or services or programs that are utilized by individuals who are public transit-dependent and who need access;

4. In conjunction with the above, we support MTC efforts to consider re-routing existing accessible routes or, to look at re-routing as each additional route is made accessible in order to capture the highest possible number of passengers who could utilize lift equipped buses;
5. Market accessible route service to Metro Mobility riders. It is all too easy to become single-minded about a mode of travel that we've become accustomed to and find convenient for our purposes. Fiscal realities, however, cannot support pure convenience. The fact is that fixed route service is more convenient, reliable, and less expensive in terms of individual and system costs than is paratransit service. It needs to be creatively promoted.

Dual systems are costly. They are costly not because of the numbers of individuals who have been relegated to using segregated services, but because we have resisted being integrated. The ADA demands that we work towards eliminating this double standard. The RTB's Metro Mobility fare proposal is a first step towards achieving this goal.

Thank you.

**Governor's Planning Council
on Developmental Disabilities**

Minnesota Department of Administration

300 Centennial Office Building
658 Cedar Street
St. Paul, Minnesota 55155
(612) 296-4018 voice
(612) 296-9962 TDD
(612) 297-7200 fax

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
Mears Park Center
230 East 5th Street
St. Paul, Minnesota 55101

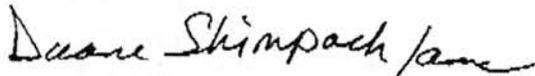
Dear Mr. Ehrlichmann:

The Minnesota Governor's Planning Council on Developmental Disabilities met on October 2, 1991. During the meeting, the Council passed a motion to support and encourage the Regional Transit Board to continue its efforts to integrate persons with developmental and other disabilities into the regular transit system.

For your information, I am also enclosing a copy of the Council's Position Statement on Transportation.

We appreciate your efforts and the success you've made to make transportation available to people with disabilities.

Cordially,



Duane Shimpach, Chair

DS/rf

Enclosure

TRANSPORTATION

The Council supports generic and specialized transportation services funded by all levels of government on a nondiscriminatory basis. The Council supports compliance with Section 504 of the Rehabilitation Act to provide coverage for persons with developmental disabilities.

Specialized transportation services must be provided in a manner that is as adequate, flexible, responsive, and reliable as transportation provided to the general public.

The Council supports full architectural, physical (mechanical) and programmatic accessibility of all publicly funded transportation services. Any future expansion, renovation, or replacement of transportation services must be completed to remove all existing barriers which prevent full access.

**PUBLIC HEARING COMMENTS
ON METRO MOBILITY FARE CHANGES**

Patience Washburn

2121 S. Ninth Street, #213
Minneapolis, MN 55404-2271

Patience Washburn is infuriated and insulted by proposals of the RTB, although the new proposal is somewhat better in recognizing the needs of the disabled community, but only if one is a long distance traveller to receive a cost break.. Ms. Washburn supports the UHF proposal and feels that this proposal is more inclusive and says more about being broad-minded and getting accessibility into public transit. Ms. Washburn notes that she can no longer afford to do volunteer work and she feels denied accessibility because she cannot afford it. A slight increase is understandable, but this increase is a 100% increase, which she cannot afford. This affects not only her ability to use transit, but her morale and ability.

Lucille Krumrei

Ms. Krumrei thinks Metro Mobility should be in accordance with income. She receives a small Social Security check and lives in a Section 8 apartment, and feels that Metro Mobility too should be based on income. The fare increase has priced her out of using Metro Mobility and she has to either stay home or depend on others for rides.

Debra Peterson

The \$2.20 fare is too high, especially during peak hours because that is when many of the people who work have to travel.

Sophie D. Wasik

Ms. Wasik is concerned about the practical aspect of collecting the new \$1.70 fare. She wonders if Metro Mobility users will be expected to have correct change, which will be difficult for many riders who have limited access to banks. She hopes that the drivers will be able to provide change.

Iva Anderson

Ms. Anderson feels that fares need to be reduced, possibly lower than \$3.50. There is also a need for a monthly bus pass for Metro Mobility users that is comparable to the one for MTC riders.

Regional Transit Board
received by phone comment-10/8/91

REGIONAL TRANSIT BOARD

Mears Park Centre
230 East Fifth Street, St. Paul, Minnesota 55101
612/292-8789

DATE: October 3, 1991
TO: Mary Fitzgerald
FROM: Cherie Mann
SUBJECT: Public Hearing on October 8th

Mr. Dave Pinger called today regarding the public hearing. He is unable to attend on October 8, but would like his comments noted.

Mr. Pinger is a Metro Mobility user. He wants to see the Regional Transit Board initiate a discount plan for Metro Mobility.

Mr. Pinger resides at 1301 East 100th Street, Apartment 102, Bloomington, MN 55425.



MINNESOTA MULTIPLE SCLEROSIS SOCIETY

2344 Nicollet Avenue Suite 280 Minneapolis, Minnesota 55404-3381
612-870-1500 or 1-800-582-5296 (both Voice & TDD) FAX: 612-870-0265

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
230 E. 5th St.
St. Paul, MN 55101

Dear Mr. Ehrlichmann: *Mike*

I am writing on behalf of our members who use Metro Mobility, as the Metro Mobility Administration Center did not notify them in a timely fashion regarding this evening's public hearing.

The Minnesota Multiple Sclerosis Society urges your Board to take immediate action to reduce Metro Mobility fares and complete the conciliation agreement with the Department of Human Rights. We also endorse the fare discount plan proposed by the United Handicapped Federation, because, if approved, those discounts would make the Metro Mobility fare structure comparable to fixed route service. As you know, this organization has opposed all previous fare increases, and will continue to advocate fares that are comparable under state law.

Today marks the 100-day anniversary of excessive Metro Mobility fares. We are relieved to hear that this situation is due to change. But, we also realize these changes will not be without financial impact on the RTB. With this in mind, we have already begun alerting our constituency to contact their legislators to help win support for supplemental funding in 1992. If you need information on the status of this campaign, please contact Tom Zosel, Advocacy Program Coordinator, at the above number.

Thank you for your cooperation.

Sincerely,

Wendy A. Brower
Wendy Brower
Director
Programs and Community Affairs

ba/6178PCA

Remember us in your giving.

**Governor's Planning Council
on Developmental Disabilities***Minnesota Department of Administration*

300 Centennial Office Building
658 Cedar Street
St. Paul, Minnesota 55155
(612) 296-4018 voice
(612) 296-9962 TDD
(612) 297-7200 fax

October 8, 1991

Mr. Michael Ehrlichmann
Chairman
Regional Transit Board
Mears Park Center
230 East 5th Street
St. Paul, Minnesota 55101

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Duane Shimpach

Duane Shimpach, Chair

DS/rf

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