
MACKINAC BRIDGE AUTHORITY

N415 I-75 • St. Ignace, Michigan 49781 • 906-643-7600 • Fax: 906-643-7668 •

<https://macpass.mackinacbridge.org> **MacPass Toll Account Agreement**

These terms and conditions, along with your account information, supporting documentation, and subsequent amendments, constitute this MacPass Toll Account Agreement, made and entered into by and between you, the accountholder, and the Mackinac Bridge Authority, a component unit of the State of Michigan. Pursuant to the terms of this agreement, the Mackinac Bridge Authority, hereafter termed “MBA”, agrees to provide you with a web accessible prepaid debit account, hereafter termed “MacPass account” or “account”, and Tag devices, hereafter termed “MacPass tags” or “tags” to allow for the electronic payment of tolls for the use of the Mackinac Bridge, hereafter termed “bridge”. This agreement is binding for all existing accountholders and new accounts created thereafter. Creation or use of your MacPass account constitutes your acceptance of this agreement.

ACCOUNT INFORMATION – MacPass Accounts may be created online by visiting the MBA website or at the MBA’s Customer Service Center or “CSC”. You agree that all information provided to the MBA is correct and may be verified and investigated by the MBA. The MBA may periodically require subsequent verification of accountholder information. The MBA will assign an account identification number unique to your MacPass account. The MBA may deny opening a new account or close an existing account for non-compliance with MBA policy.

TOLL TAGS - The MBA will issue the number of MacPass tags requested when creating an account and thereafter. Each tag has an individual tag number which will be linked to your MacPass account identification number. MacPass account tags are assigned to only one account and are not transferrable. MacPass tags must be attached at the inside center of the vehicle’s windshield, below the rearview mirror on each vehicle with a windshield. Vehicles without windshields must have the tag placed on the top side of the vehicle’s headlight. You are responsible for all uses of the MacPass tags issued to your account. Custody, care, and security of individual tags are your responsibility and not the responsibility of the MBA. You may deactivate any tag online via the MBA website, or upon your request, the MBA will deactivate any or all of the tags assigned to your account. You are responsible for the authorized and unauthorized use of your MacPass tags prior to deactivation. At any time, the MBA may update MacPass tags by issuing new tags, or by some other means. You are responsible for ensuring that all of your tags are updated to MBA standards. The MBA reserves the right to refuse to honor any MacPass tag not updated.

ACCOUNT FEES – A seven dollars (\$7.00) account creation fee is charged when opening a MacPass account. A tag fee of one dollar (\$1.00) is charged for each MacPass tag assigned to your account. Tags determined by the MBA to be defective, will be replaced by the MBA free of charge. Damaged tags will be replaced for one dollar (\$1.00) each. If an account is closed with a balance of less than five dollars (<\$5.00), the remaining balance will be considered an account closure fee. A credit card processing fee of 2.3% will apply to all payments made by credit card, including those made during account registration and through Auto Rebill.

ACCOUNT DEPOSITS –The minimum deposit at account creation is forty-seven dollars (\$47.00) for accounts with “personal-use” only vehicles, and two hundred seven (\$207.00) for “business accounts” typically having heavy trucks with higher tolls. These initial deposits include the account creation fee with the remainder deposited to your MacPass account for paying bridge tolls. You may deposit any amount greater than these minimum amount with this initial deposit. The minimum amount for subsequent deposits to your personal account will be twenty dollars (\$20.00) or the minimum amount for subsequent deposits to your business account is fifty dollars (\$50.00). The accountholder is responsible to ensure that adequate funds are available in their account. Deposits to your account may be made on the MBA website by entering your bank account information or using credit/debit cards. Deposits may be made at the MBA’s Customer Service Center with cash or check (U.S. only) or by credit/debit card. MasterCard, Visa and Discover cards are accepted. U.S. cash or credit/debit cards may also be used at the toll booth for account deposits. However, **checks are not accepted at the toll booths**. Customer receipts for funds deposited at the MBA’s CSC or in the toll lanes will be issued upon request. Checks may be mailed to the MBA for deposit to your account. **If depositing by check, you agree to write your MacPass account number on your check.** Checks are to be made payable to “**Mackinac Bridge Authority**” only. Checks issued by you, or deposited into your MacPass account on your behalf, and returned from the MBA’s depository bank for any reason will be charged an administrative fee, currently twenty-five dollars (\$25.00). Your MacPass account will be closed until the MBA receives full payment for the returned check and administrative fee.

ACCOUNT USE – The MBA’s toll system will read the information on your MacPass tag as you approach the toll booths. It will verify that the MacPass is active and confirm there are adequate funds to pay for the toll determined by the MBA. If the information received is correct, the toll lane gate will open, and you may drive past the toll booths at a speed of no more than five (5) miles per hour. You agree to abide by the rules, policies and procedures established by the MBA for MacPass use. The MBA is not required to verify that the MacPass tag read by the MBA’s toll system has your authorization to be used. You agree that receipts will not be issued for any use of your MacPass account. Receipts will only be issued for account deposits. Account uses may be seen at any time via the web, by accessing your MacPass account.

TOLL DISCOUNTS - The amount of discount afforded accountholders is set by the MBA and may change at any time upon board action. The discounted toll is only for two axle passenger vehicles not towing a trailer, including cars, pickup trucks, vans, and motorcycles. All $\frac{3}{4}$ ton or heavier 2 axle vans, trucks and buses, including pickup trucks, in which the utility box extends outward from or above the vehicle's cab, or has a flatbed or dump-style box are not eligible for the discount.

USE REQUIREMENTS TO RECEIVE A DISCOUNTED TOLL – If the initial read of a MacPass account tag, determine that the vehicle is eligible for a toll discount, the MBA toll system will deduct the full toll amount from your MacPass account. If the subsequent crossing of the same vehicle is in the opposite direction, and is within 36 hours of previous use, the discounted toll will apply. The discounted rate is currently zero dollars. However, if the time between the initial and second read of the same Tag is more than 36 hours or if the vehicle's configuration is different, the full toll will apply.

ACCOUNT ADJUSTMENTS – You agree that the MBA can adjust your MacPass account based upon deposit or use discrepancies determined by the MBA during the daily toll revenue audit of all transactions, or by charges and discrepancies determined by the account manager. All adjustments made by the MBA will appear on your MacPass account.

ACCOUNT STATEMENTS - Account statements will be sent to customers with a valid email address on file. Statements are also available by accessing your account via the MBA website. The account statement will show the month's deposits, uses, and any adjustments. Transactions occurring near the end of the month may post on the following month's statement depending on system time stamps. You agree to submit to the Revenue Auditor in writing, at N415 Interstate 75, St. Ignace, Michigan 49781, any dispute of the information reported in your account within sixty (60) days of the transaction date in dispute. You agree to allow the MBA's Chief Financial Officer to settle all disputes. Account information requests are to be directed to the MBA Revenue Auditor by calling 906643-7600.

ACCOUNT CLOSURE – The MBA will close your MacPass account upon your request. You may close your account at any time by notifying the MBA in writing via fax, mail, email or via the MBA website. Upon account closure, your MacPass Tags will be deactivated. Any balance of \$5.00 or greater will be refunded to you, upon request. All balances less than \$5.00 will not be refunded but forfeited to the MBA.

EXPIRATION – The MBA may establish expiration dates to MacPass accounts and available discounts. Expiration dates may change by MBA board action. Currently there is no expiration date.

APPLICABLE LAWS – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree to obey all applicable state laws, MBA traffic rules and regulations, and applicable FCC regulations.

SYSTEM WARRANTY – Except as otherwise provided herein, you agree and acknowledge that the MBA has no obligation or liability to you with respect to your use, or the performance of, the MacPass account system. The MBA expressly disclaims any representation of warranty, expressed or implied, including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity with models, samples or industry standards.

VENUE – You agree to waive all privileges and rights relating to venue regarding any legal action related to this agreement instituted by either party hereto. Venue shall be chosen by the MBA.

INDEMNITY – You agree to indemnify, defend, and hold harmless the MBA, its agents, officers, employees, the Michigan Department of Transportation and the State of Michigan from against all claim, charge, damage, loss, cost, expense, or liability relating to, arising from, or because of your use or the performance of the MacPass account system. You further agree to waive all claims against the MBA, MDOT, the State of Michigan, and all employees and agents thereof, for damages related to the unauthorized use of your account. You agree to pay any costs, including reasonable attorney fees, incurred by the MBA to enforce the terms of this agreement.

SEVERABILITY – You agree that if any part, term, or provision of the agreement is held by the courts to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held invalid.

WHOLE AGREEMENT – You agree that this agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. You agree that the MBA reserves the right to change the terms of this agreement at any time without written notice to you.

ASSIGNMENT – You agree not to assign or transfer the obligations or the benefits of this agreement without the express written consent of the MBA.

NOTICE OF CHANGE – Notice of changes to this agreement, including toll amounts, discount amounts, discount time frames, minimum deposit amounts, and expiration dates, will be released to the press through the Michigan Department of Transportation's

Office of Communications. The account holder will not receive a written notice of change.

June 15, 2025