



VIA E-MAIL

December 21, 2018

Mr. Edward Hasbrouck
The Identity Project
1222 Preservation Park Way, #200
Oakland, CA 94612

Re: Freedom of Information Act Request
Tracking Number: 18-FOI-00164

Dear Mr. Hasbrouck:

We are further responding to your July 5, 2018 request for information made under the Freedom of Information Act (FOIA), which was received via e-mail by Amtrak's FOIA Office on the same date.

Your request seeks the records described below:

1. Any interline agreement or other contract between Amtrak and Greyhound pertaining to transportation by Amtrak passengers holding tickets issued by Greyhound, on any or all Amtrak routes;
2. Any Amtrak policies, procedures, terms, conditions, training materials, or instructions to staff, contractors, or ticket sales agents pertaining to the transportation by Amtrak of passengers holding tickets issued by Greyhound, including any disclosures to be made to such passengers;
3. Any policies, procedures, or communications within Amtrak, between Amtrak and Greyhound, or between Amtrak and other agencies concerning the applicability of Amtrak terms and conditions, including requirements for government-issued or other evidence of identity, to passengers traveling on tickets issued by Greyhound;
4. Any policies, procedures, or communications within Amtrak, between Amtrak and Greyhound, or between Amtrak and other agencies concerning transfers to Amtrak of data pertaining to interline passengers ticketed by Greyhound or the use, sharing, or transfers to third parties of such data;
5. Any records pertaining to the legal basis for applying Amtrak conditions of carriage to interline passengers traveling on tickets issued by Greyhound or for use, sharing, or transfer of data pertaining to such passengers;
6. Any electronic file in which any of the above records are included.

7. All metadata pertaining to any such file, including but not limited to the filename including any extension; the filesize in bytes; KB, MB, or GB; the name of the workstations, server, other device, or virtual server, or the label on the archival or backup media, in which the file was found; the path to the file on that device or in that filesystem; the creation, modification, and/or any other date(s) for the file, as stored in the filesystem, in which it is found; and the owner and all permissions (creation, access, and modification) for the file in the filesystem in which it is found.

A search was conducted at Amtrak Offices that were likely to have records, and the only records located that were determined to be responsive to your request are described below:

1. TICKETING AND SERVICE AGREEMENT BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND GREYHOUND LINES, INC., February 1, 2018
2. Customer Identification Requirements (Service Standards Manual for Train Service and On-Board Service Employees)

Customer Identification Requirement (Service Standards Manual for Train Service Employees)

The FOIA Office was advised by Amtrak personnel that:

“The agreement between Amtrak and Greyhound does not include any language regarding passenger identification requirements. Essentially, Greyhound is simply selling an Amtrak ticket as a connecting service and Greyhound books the customer into the Arrow reservation system in a similar manner to online sales. While traveling with Amtrak, the customer is treated like any other Amtrak customer, except that he or she purchased through Greyhound.”

We are therefore releasing in full, the Customer Identification Requirements. This document is located on Amtrak’s Intranet, which is for internal use only and restricted access to the public.

TICKETING AND SERVICE AGREEMENT BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND GREYHOUND LINES, INC., February 1, 2018 (“Agreement”)

Pursuant to Amtrak’s FOIA Regulations 49 CFR 701.9, the FOIA Office contacted Greyhound to determine if there were any objections to disclosure of the records sought in your request. Greyhound advised Amtrak that their strategic financial information is considered commercially sensitive. They further advised that if this information were to be disclosed it would jeopardize the business relationship between Amtrak and Greyhound. In addition, disclosure would also allow Greyhound’s competitors an unfair competitive advantage when doing business with Amtrak. This information has therefore been redacted from the Agreement based on Exemption 4 of the FOIA. Exemption 4 “affords protection to those submitters who are required to furnish commercial or financial information to the government by safeguarding them from the competitive disadvantages that would result from disclosure.” See U.S. Department of Justice FOIA Guide.

Amtrak also considers certain information commercially sensitive, i.e., settlement rates, booking methods, terms of insurance, indemnification terms and reimbursement rates. Amtrak personnel has advised that disclosure of this information would give other companies that compete with Amtrak and Greyhound an unfair advantage. This information has therefore been redacted based on Exemption 4 as cited above and the commercial privilege of Exemption 5 of the FOIA.


The names and personal identifying information of mid-level personnel have been redacted pursuant to Exemption 6 of the FOIA. Exemption 6 protects the privacy interest of individuals, whose substantial interest in personal identity protection outweighs any public interest link in disclosure of information that could be used to identify them. In cases such as this, the disclosure of the identity of the individuals in the attached records "would constitute a clearly unwarranted invasion of personal privacy" while they are conducting their official duties. In addition, there is no FOIA public interest in disclosing this information.

The documents were not a part of a file. In order to perform redactions, the document was scanned into PDF format.

If you have any questions regarding the processing of your request, please feel free to e-mail them to Foiarequests@amtrak.com. For further assistance and to discuss any aspect of your request you may also contact our FOIA Public Liaison at FoiaPublicLiaison@amtrak.com. Additionally, you may contact the Office of Government Information Services (OGIS), National Archives and Records Administration, Room 2510, 8601 Adelphi Road, College Park, MD 20740-6001, e-mail at ogis@nara.gov, telephone at 202-741-5770; toll free at 1-877-684-6448; or fax 202-741-5769.

Pursuant to Amtrak's FOIA regulations (49 CFR 701.10), if you do not agree with Amtrak's decision to withhold the above-referenced information, you may file an appeal with Eleanor D. Acheson, Executive Vice President, General Counsel and Corporate Secretary, within ninety days (90) of the date of this letter, specifying the relevant facts and the basis for your appeal. Your appeal may be mailed to Ms. Acheson's attention: National Railroad Passenger Corporation, Law Department, One Massachusetts Avenue, NW, Washington, DC 20001. The President and CEO of Amtrak has delegated authority to the General Counsel and Corporate Secretary for the rules and compliance to the FOIA.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sharron Hawkins", with a long horizontal flourish extending to the right.

Sharron Hawkins
Lead FOIA Specialist

Attachments



2018-03-19

Customer Identification Requirements

Chapter Summary: This chapter contains information about when customers need to present identification, and what kind of identification is acceptable.

Table of Contents

Click on an item below to go to that section. To return to the table of contents from anywhere in the document, enter Ctrl-Home.

Policy	3
When identification is required	3
Acceptable identification: basic policy	3
Acceptable identification: examples	4
United States residents – examples of government-issued photo identification	4
United States undocumented residents drivers licenses	4
Canadian residents – examples of government-issued photo identification	4
Mexican residents – examples of government-issued photo identification	5
Residents of other countries – examples of government-issued photo identification	5
Examples of Non-Photo or Non-Government-Issued Identification - not an exclusive list	5
Unacceptable identification	6
Other Identification Considerations	6
Children 15 and under	6
Children 16-17	7
Customers 18 and over	7
Senior Customers	7
Who is not required to have Identification	7
Conditions for accepting identification	7
Identification not shown as required	8
In the station	8
On the train	9
Obtaining travel documents for others	9
Identification required for special fares	9
Identification checks on trains	9
Random identification checks	9
Travel documents issued from Quik-Trak or through the mail	10
Assistance with customer identification situations	10
Questions	11
Special situations	11
Amish or Mennonite	11
Expired identification – senior citizens	11
Groups	12
Customers who have lost identification	12



2018-03-19

Individuals just released or paroled from prison	12
Women who wear veils for religious reasons	12
Appendix	13
Update history	13
About this chapter	13



Policy

When identification is required

Customers must present identification when:

- Exchanging, refunding or reprinting Amtrak travel documents
- When purchasing documents with a stored eVoucher or Transportation Credit
- Pass Riders (active or retired)
- Storing baggage at stations (parcel check)
- Checking baggage (including firearms)
- Sending Amtrak Express shipments
- On trains, when asked for it by train crewmembers, other Amtrak or operating railroad employees, or the Amtrak police
- Asked for it at any time by law enforcement officers
- Traveling into Canada
- Guardian purchasing an unaccompanied minor travel documents or signing the NRPC 770
- A credit card is presented that is not signed or asks the agent to request identification from the customer.

Acceptable identification: basic policy

The following are deemed acceptable identification for persons who appear to be 18 years or older:

- One piece of original, current photo identification issued by a government authority, or
- Two pieces of original, current identification, at least one of which is a non-photo ID issued by a government authority.

"Government authority" means:

- USA: Federal, state, county, or local government.
- Canada: Federal, provincial, county, or local government.
- Other countries: The country's national government or a subdivision thereof.

"Local government" includes entities such as public school districts.

"Original identification" means an original document. Photocopies, facsimiles, or any other type of copy, are not acceptable. (Certified copies of birth certificates are acceptable.)



Acceptable identification: examples

The following are examples of acceptable identification or ID, and not an exclusive list. Any identification meeting the above basic policy is acceptable, unless excluded as shown under "Unacceptable Identification", below.

United States residents – examples of government-issued photo identification

One of the following is required:

- State-issued driver's license*
- State-issued identification card issued by the same agency that issues driver's licenses (note that some do not have expiration dates)
- City issued identification cards
- U.S. Passport
- U.S. Legal Permanent Resident Card or Resident Alien Card
- University, college, middle or high school photo identification – public or private
- United States Armed Forces military identification
- Job Corps photo identification
- Veterans Access Card issued by the U.S. Department of Veterans Affairs
- Tribal identification (Native American/First Nations, etc.)
- Law enforcement (police, etc.) photo identification
- Amtrak employee photo identification
- California state issued medical marijuana card
- Federal, state, county, or local government employee photo identification

*Some states may issue a Temporary Visitor's driver's license (TVLD) to a foreign national. A TVLD is not an acceptable form of identification. In general, if an ID is presented that says "not valid for identification" another form of photo ID should be requested.

United States undocumented residents drivers licenses

Some states and the District of Columbia have changed their laws to allow undocumented residents to obtain driver's licenses. This type of state government issued identification is acceptable for the purchase of travel documents.

Canadian residents – examples of government-issued photo identification

One of the following is required:

- Provincial driver's license
- Provincial identification card issued by the same agency that issues driver's licenses
- Canadian Passport



2018-03-19

- Canadian Citizenship Card
- Canadian Permanent Resident Card
- Provincial health insurance card
- Other identification similar to that shown for United States residents

Mexican residents – examples of government-issued photo identification

One of the following is required:

- Mexican driver's license
- Mexican government issued photo identification card
- Mexican Passport
- Other identification similar to that shown for United States residents

Residents of other countries – examples of government-issued photo identification

One of the following is required:

- Passport
- Driver's license issued by a foreign government or subdivision thereof, if it has a photo
- Other identification similar to that shown for United States residents

Examples of Non-Photo or Non-Government-Issued Identification - not an exclusive list

Two of the following are required. One must be government-issued:

- Non-photo driver's license*
- Temporary driver's license*
- Social Security card
- Voter registration card
- Certified copy of birth certificate issued by a city, county, state, provincial, or federal government; must have raised, embossed seal and a dated certification that it is a true copy of the original on file at the issuing office. A birth certificate is unacceptable if it contains a notation indicating that it is informational only, and not a valid document to establish identity, even if it has the embossed seal and the certification that it is a true copy.
- Public assistance card
- Medicare/Medicaid card
- Concealed Carry Permit card
- Professional or Occupational License (nurse, doctor, lawyer, hairdresser, etc.)
- Police report of lost or stolen identification if no more than 30 days old**
- Prison or court-issued release papers if no more than 30 days old**



2018-03-19

- Military discharge papers (DD214) if no more than 30 days old
- Employee identification card with photo, from a major employer such as a bank

*Must describe the named person by physical characteristics which match the person presenting the document

**Second piece of identification not required. If the police department where the customer filed the report did not give him or her copy of the report and the customer needs to travel, refer to the customers who have lost identification section.

Unacceptable identification

- Expired identification.
 - Exception – When senior citizens present an expired identification. Refer to “Expired identification – senior citizens” section below.
- Photocopies, facsimiles, or any other type of copy (see birth certificates, above)
- Birth certificates that contain a notation that they are informational only and not a valid document to establish identity, even if it has the embossed seal and the certification that it is a true copy.
- Identification not that of the customer.
- Non-employee photo identification issued by a private company or merchant (in particular, photo ID cards issued by check cashing stores)
- Prison or court-issued release papers if more than 30 days old
- Police report of lost or stolen identification if more than 30 days old
- Photo ID's on smartphones.

Other Identification Considerations

Children 15 and under

- A child 15 and under does not need identification at any time.
- The following applies to a child 13-15 traveling under the unaccompanied minor policy:
 - Another person 18 or over must bring him or her to the boarding station, show his or her own identification, and sign the unaccompanied minor form;
 - Another person 18 or over must pick him or her up at the destination station, show his or her own identification, and sign the unaccompanied minor form;
 - If the travel documents are obtained in advance of travel, rather than on the day of travel by the adult bringing the child to the boarding station, they may be obtained by another person 18 or over.



2018-03-19

Children 16-17

- A child 16-17 who has acceptable identification may obtain his or her own travel documents and check his or her own baggage.
- A child 16-17 who does not have identification must have another person 18 or over obtain his or her travel documents. That person must show his or her own identification when obtaining the travel documents.
- Fares paid on trains for a child 16-17 traveling alone: If the child does not have his or her own identification, another person 18 or over must wait with the child for the train to arrive and then pay the conductor the fare on behalf of the child, showing his or her own identification. The person waiting with the child may not leave until the train has arrived, the fare has been paid, and the child is safely on the train.

Note: Since the station-issued or conductor-issued travel document is issued to the child after acceptable identification has been presented, receipts or subsequent travel documents issued by the station, or the receipt from the conductor-issued travel document, are acceptable as identification for onward or return travel or if the child needs to make subsequent travel document purchases as part of the same trip.

Customers 18 and over

- A customer 18 and over must have acceptable identification to check baggage.
- He or she must also be prepared to show that identification on the train if asked.
- Each customer traveling under a group reservation must have his or her own individual identification.

Senior Customers

- A senior customer (65 and over) still needs acceptable identification. If he or she no longer drives, he or she can normally obtain a non-driver identification card from the same agency that issues driver's licenses, or use another acceptable ID.
- Senior customers may present expired identification.
- Senior customers have the option to present a credit card as a second form of identification.

Who is not required to have Identification

- Children 15 years old and under
- Children 16-17 who are traveling with other 18 or over with proper identification. Identification is required on board the train.

Conditions for accepting identification

When accepting identification from a customer:

- The name, information, and/or photo on the identification must be that of the person presenting it.



2018-03-19

- Examine the identification for obvious counterfeiting.
- This name must match the name on the travel document (but see “Obtaining travel documents for others”, below). This need not be exactly letter for letter, as many people have a formal name they use only rarely and a common name they use for everyday matters. Examples:

Name on identification:	Elizabeth Anne Robinson
Name in PNR:	Liz Robinson
Name on identification:	Shirley James Edwards
Name in PNR:	Jim Edwards

Such a variation is acceptable if it is obvious that it is the same person.

- A name on a travel document must be the full first and last name, not an initial and last name, and not a false or generic name. Correct the name in the PNR to meet this requirement if necessary.

Acceptable:	SMITH/MARY
Unacceptable:	SMITH/M
Unacceptable:	WELCOME/ABOARD
Unacceptable:	VRU/0384

Also, if a woman is using her husband’s name (example: Mrs. John Smith), obtain her own name and use that.

Acceptable:	SMITH/MARY
Unacceptable:	SMITH/JOHN MRS

Identification not shown as required

In the station

If a customer does not have identification as required, or has identification but refuses to show it, do not check baggage, accept an Amtrak Express shipment, or accept an item for storage (parcel checking).

If the customer has already begun travel on Amtrak, and this situation arises at an intermediate station, a connecting station, or the outbound station of a round trip, contact the Amtrak Police Department at 800-331-0008 and describe the circumstances about the situation, including how the customer was able to travel as far as he or she did, before denying the above services. Be governed by the decision of the Amtrak Police.



On the train

Train service employees have their own procedures, which are in the Service Standards Manual for Train Service and On-Board Service Employees, as modified by Operations Standards Updates. Also see "Random identification checks on trains" below.

Obtaining travel documents for others

- The travel documents must be in the names of those individuals actually traveling.
- The other customers need not be present at the time travel documents are issued.
- The person obtaining the travel documents need not be one of the customers traveling.
- Conductors are required to ask for identification from anyone 18 or over who presents a travel document and has been selected for a random ID check.

Identification required for special fares

Certain discounted fares require that the customer show a membership card or other document to prove that he or she is eligible for the fare. This is in addition to identification required for travel document purchase or to travel.

In all cases, the card must be that of the person named on the travel document, and cannot be used by others or to obtain discounted travel documents for others.

Examples of this include:

- Military discount – current Armed Forces of the United States identification card.
- National Association of Railroad Passengers discount – current NARP membership card.
- Senior citizen discount – identification that contains a birth date so the age of the senior citizen can be determined.
- Mobility Impaired Discounts – information can be found in the *Assisting Passengers with Disabilities* chapter.

Identification checks on trains

Random identification checks

Before the start of the trip, the conductor's eTicketing Mobile Device (eMD) will randomly choose one digit (0 through 9), and will display a message to the conductor to ask for ID if a customer's eTicket travel document being scanned by the eMD has a system ticket number ending with that digit.



2018-03-19

Normally only one digit is selected, but if the security situation requires that more customers be asked for identification, two or more may be selected.

The conductor will ask all customers for identification who have travel document numbers ending with the number chosen for identification on the train.

Since the customers will not know which number has been chosen before they board, and since the conductor will not know which customers have travel documents ending with this number, the selection process is entirely random.

For this reason, agents must tell customers that identification might be required, that there is no way to predict whether or not this will happen, and that they therefore need to bring identification with them when traveling.

If the customer does not have valid identification, or if the customer's identification does not match against the name on the face of the travel document, and there is no reasonable explanation for the discrepancy, the Amtrak police must be notified immediately. Failure to possess the proper identification is not by itself sufficient reason to have the customer removed from the train.

This process randomly chooses a predetermined percentage of the customers for identification checks, if one number is chosen. If it is decided at any time to increase the percentage, this can be done by simply reprogramming the eMD or by instructing the conductors to select additional numbers for checking.

Travel documents issued from Quik-Trak or through the mail

When an eTicket travel document or a paper value ticket is obtained from Quik-Trak kiosks or through the mail (TBM), no one has requested identification from the customer.

Quik-Trak, TBM, eTicket travel documents or paper value tickets have an endorsement in the upper left corner "ID REQD ON BOARD". All customers with travel documents bearing this endorsement will be asked for identification by conductors.

Assistance with customer identification situations

Notify the Amtrak Police Department, 800-331-0008, in case of a dispute or an intentional violation of this policy.

The responding APD officer will conduct an inquiry to determine the true identity of the customer and how the customer obtained the travel document. The APD officer will take appropriate action depending on the nature of the situation, or tell you what to do.



2018-03-19

If the customer begins to behave in a dangerous or threatening manner, call the local police immediately. If no Amtrak police officers are on duty at your location, dial 911 or contact Amtrak Police at 1-800-331-0008 or send a text to APD11 from a smartphone or to 27311 from a standard cell phone.

Questions

Amtrak employees with non-emergency questions about Amtrak's identification policies may call their supervisors for assistance.

Customers and other members of the general public who have questions that you cannot answer from this chapter may phone Amtrak at 800-USA-RAIL; the call center agent will consult with the support desk.

Media representatives (radio, TV, newspaper, etc.) may phone Amtrak Corporate Communications at the phone numbers located in the Contact with the News Media chapter.

Federal, state or local government officials may contact Amtrak Government Affairs at 202-906-3916.

Special situations

Amish or Mennonite

Many Amish or Mennonite people do not have their pictures taken.

A customer who states that he or she is Amish or Mennonite, and is wearing the distinctive dress of the Amish or Mennonite community, may be asked to produce two required pieces of non-photo identification, one of which is government issued, if preselected for a random ID check.

Expired identification – senior citizens

Some senior citizens (defined as 62 or over) do not renew their driver's licenses because they no longer drive, but still keep them for identification.

If the expired license is obviously that of the person presenting it, accept it, but ask for a second piece of identification.



2018-03-19

Groups

Each customer traveling under a group PNR (15 or more customers in one PNR) must have his or her own separate identification. This will be checked against the name list in the PNR or on the train manifest.

Customers who have lost identification

A copy of a police report which includes mention of the lost identification is acceptable as a substitute piece of identification as long as it is not more than 30 days old. A second piece of identification is not required.

Some police departments do not immediately give the person a paper copy of the police report, only the report number. If this is the case, contact the Amtrak Police Department at 800-331-0008 for assistance.

Individuals just released or paroled from prison

These individuals usually do not have current acceptable identification. However, they are often traveling immediately (the prison sometimes transports them directly to an Amtrak station to return home).

You may accept a copy of their current and official prison-issued or court-issued release papers as long as they are not more than 30 days old. A second piece of identification is not required.

Women who wear veils for religious reasons

Observant women in some religions wear veils, some of which cover most of their faces except their eyes. In such cases, when they present identification, compare the physical characteristics noted on the identification (height, weight, eye color) with the person. In most cases you will be able to determine beyond a reasonable doubt that the identification presented is indeed that of the woman, and you may issue the travel document.

In the rare cases where there is doubt, please ask the customer for a second piece of valid identification.



2018-03-19

Appendix

Update history

- 2018-03-19: Removed mention of the Veteran's advantage discount
- 2018-02-08: Removed mention of AAA and raised the senior fare to age 65.
- 2017-12-21 Clarified children traveling information and added information about credit card not signed.
- 2017-10-25 Customers no longer required to present identification to purchase tickets.
- 2017-05-22 Photo ID's on smartphones are unacceptable.
- 2016-11-03 Reviewed by the Emergency Management, Police and Legal Departments.
- 2016-02-12 added the California state issued medical marijuana card
- 2015-04-07 Clarified senior citizen requirements.
- 2015-01-22 Acceptable identification updated with language on a Temporary Visitor's driver's license.
- 2015-01-09 Added information about undocumented resident's driver's license, city and middle school issued identification cards
- 2015-01-02 Information added about driver's licenses for undocumented residents
- 2014-04-23 Document reformatted; person buying travel documents for another must now be at least 18 years old (matches change to unaccompanied minor policy); both prison-issued and court-issued release papers are acceptable.
- 2011-11-15 Reference to old Unaccompanied Minor Policy deleted
- 2011-07-06 Clarification about children 15-17 and another person 15 or over obtaining the travel documents.
- 2009-11-18 Notation made that some state ID cards do not have expiry dates.
- 2009-07-20 Credit card removed from non-photo ID types for most customer types. Senior citizens are still able to present a credit card for ID
- 2009-07-09 USA Rail Pass passport reference removed (pass is now sold to anyone). "Resident Alien Card" changed to "Legal Permanent Resident" card.
- 2008-01-14 Clarification on birth certificates with an "informational only" endorsement.
- 2007-09-26 Clarification on who calls Amtrak Police for lost identification questions.

About this chapter

Contact(s): Phil Bouchard / Ann Adams	Subject: Customer Identification Requirements
Owner Department: Commercial Organization	Group: Customer Service Standards - Stations



2018-03-19

**TICKETING AND CONNECTING SERVICE AGREEMENT
BY AND BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
GREYHOUND LINES, INC**

THIS AGREEMENT, made as of the 1st day of February, 2018 ("Effective Date"), by and between the NATIONAL RAILROAD PASSENGER CORPORATION ("AMTRAK"), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia and having its principal office and place of business in Washington, DC, and GREYHOUND LINES, INC ("GREYHOUND"), a corporation organized under the laws of the State of Delaware and having a principal office in Dallas, Texas.

WHEREAS, each party is engaged in the provision of passenger transportation services and wishes to enter into agreements whereby GREYHOUND may offer and sell Tickets (as defined in Section 1) for certain transportation services of AMTRAK;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

As used herein:

- A. "Ticket" means the form issued to a passenger (s) by GREYHOUND or its designated agent for transportation for hire of the passenger (s) and baggage thereof over the route (s) or line (s) of AMTRAK, listed in Appendix A.
- B. "Baggage" means the property of a passenger carried in connection with the transportation for which the passenger has purchased a Ticket and which is carried or checked in accordance with the applicable Tariffs as set forth in Appendix C.

SECTION 2 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for AMTRAK to provide connecting transportation service to, or between, points on the GREYHOUND system. In order to effect such a service, this Agreement provides for the sale and issuance of Tickets by GREYHOUND and its affiliates in accordance with the terms and conditions hereinafter set forth. The said AMTRAK routes and lines and the services and other special conditions applicable thereto are listed and specified in Appendix A, attached hereto and made a part hereof.

SECTION 3 – SERVICES AND OBLIGATIONS

A. GREYHOUND is hereby authorized to sell and issue Tickets in the form approved by and in accordance with the reimbursement rates outlined in this Agreement, listed in Appendix C. AMTRAK shall not, directly (or indirectly or through any agent or broker or otherwise) rebate or remit any portion of the charges specified in the said reimbursement rates as set forth in Appendix C. Any and all requests for refunds of any unused portion of Tickets sold and issued hereunder shall be made by the passenger to a GREYHOUND station or designated office of GREYHOUND.

B. AMTRAK hereby agrees to accept and to honor each Ticket sold and issued hereunder and to transport the passenger (s), as specified therein, subject to the terms of this Agreement.

C. No Ticket shall be issued hereunder unless (1) an advance reservation was made for the requested transportation and (2) GREYHOUND received payment of the total charges for such transportation at the point of issuance in accordance with the applicable rates as set forth in Appendix C.

D. GREYHOUND shall not make any representations with regard to the Tickets or of the related transportation, except those representations expressly authorized in writing by AMTRAK. GREYHOUND shall represent and offer service provided by AMTRAK as a connecting service to GREYHOUND.

E. Neither party shall advertise or issue news releases with respect to this Agreement, including the services provided for hereunder except by prior written agreement of the parties, provided however, that

neither party shall withhold such agreement unreasonably. Trademarks and service marks shall be used only with the written permission and approval of each party.

F. Each party shall pay all expenses for its respective telegrams, telephone calls, radiograms, or other communications (in any other format or medium) sent in connection with or pursuant to this Agreement.

G. Each party, as applicable, shall check baggage of passengers to the point of interchange between AMTRAK and GREYHOUND. Baggage of passengers accepted by AMTRAK is subject to its applicable rates, rules and regulations relating to limitations of size, weight, and liability.

H. AMTRAK shall accommodate passengers requiring special assistance pursuant to laws applicable to AMTRAK. GREYHOUND is responsible for and shall ensure that customers and passengers of GREYHOUND make advance reservations for accessible space on AMTRAK services.

I. Each party at all times shall endeavor to provide, where practical, a seamless transfer for passengers making connections between AMTRAK and GREYHOUND.

J. Nothing herein shall be deemed to require the parties hereto to initiate or maintain service between locations other than those specified in Appendix A of this Agreement, or to provide passenger or baggage transportation between local stations or terminals of the respective parties.

K. For purposes of this Agreement, a Force Majeure Event is any one of the following: act of God or the public enemy, act of a governmental authority acting in its sovereign capacity, fire, flood, epidemic, quarantine restriction, unusually severe weather, war, terrorism, riot, earthquake, strike, or embargo. Except with regard to an obligation to pay, in the event that either party's failure to perform in accordance with the Agreement arises out of a Force Majeure Event that is both out of the control of such party and without the fault or negligence of such party, such failure shall not be considered a breach or default under the Agreement if the party within five days of (i) becoming aware or (ii) the date by which it should reasonably have become aware, of a delay resulting from a Force Majeure Event, whichever is earlier, notifies the other party, in writing, of the causes of the delay and diligently takes effective measures to re-start performance in accordance with the Agreement. In the event of a Force Majeure Event, AMTRAK

shall have no obligations to provide transportation or other accommodations to passengers with tickets issued by GREYHOUND.

L. All AMTRAK route segments covered by this Agreement shall be displayed in the availability and fare displays of all reservations and ticketing systems of GREYHOUND to the same extent as GREYHOUND's own services to the maximum extent possible, provided that GREYHOUND shall not be required to violate any other agreements GREYHOUND is bound by as of the Effective Date.

M. GREYHOUND shall file and publishing any tariffs necessary to sell Tickets authorized by this Agreement.

N. GREYHOUND shall collect any taxes or fees and pay any taxes or fees applicable to selling Tickets under this Agreement.

O. GREYHOUND shall comply with all applicable laws and regulations with regard to its business operations and this Agreement. AMTRAK shall comply with all laws and regulations that are applicable to AMTRAK.

P. Either party shall notify the other party if the notifying party files for bankruptcy or is dissolved involuntarily.

SECTION 4 - REIMBURSEMENT

GREYHOUND shall pay to AMTRAK all charges applicable to the Tickets sold or issued hereunder and to do so in accordance with the settlement procedures prescribed in Appendix B and C, attached hereto and made a part hereof.

SECTION 5 - INDEMNIFICATION AND INSURANCE

(b) (5)



(b) (5)



1. (b) (5)



(b) (5)

2.

3.

(b) (5)

SECTION 6 – PRIOR AGREEMENTS

This Agreement supersedes, replaces, and terminates as of the effective date hereof any and all preexisting agreements between the parties hereto relating to the sale and issuance by GREYHOUND of Tickets for transportation services of AMTRAK as specified in Appendix A.

SECTION 7 – TERM AND TERMINATION

A. Except as stated in Section 7.B, this Agreement shall remain in force until either party terminates by giving notice of termination to the other party at least 30 days prior to the termination date specified in the notice.

B. If either Party fails to cure a breach of any provision of this Agreement within 10 days after notice from the other party specifying the breach, such non-breaching party may terminate this Agreement

by providing notice of termination to the breaching party. Any non-breaching party who terminates may pursue any and all legal and equitable remedies for such breach.

C. Termination pursuant to the provisions of this Section 7 shall not relieve either party hereto of any obligation arising or incurred hereunder prior to the effective date of such termination. Upon such termination, each party hereto shall complete a full and final settlement of accounts in accordance with the settlement procedures prescribed in Appendix B.

SECTION 8 - ASSIGNMENT

GREYHOUND shall neither assign nor delegate its responsibilities under this Agreement without the prior written consent of AMTRAK. AMTRAK shall have the right to assign all or part of this Agreement without obtaining consent from GREYHOUND or its surety(ies), if any.

SECTION 9 - NOTICES

Any notices permitted or required to be given hereunder shall be in writing and shall be either delivered by hand, sent by certified mail, return receipt requested, or sent by telegram with confirmed delivery:

If to AMTRAK, addressed to:

(b) (6)



If to GREYHOUND, addressed to:

U.S. Mail:

(b) (6)



FedEx or other express delivery:

Same Address as above

Either party may change its notice address by notice in writing to the other party.

SECTION 10 – CONFIDENTIALITY

A. *Confidential Information.* Confidential Information means any and all information provided by either party that is marked "Confidential" or with another similar legend or is reasonably

B. understood to be confidential given the circumstances. Confidential Information includes all passenger information. Confidential Information also expressly includes any and all information derived from the foregoing Confidential Information.

B. *Obligations.* Unless otherwise agreed to in writing by both parties, each party agrees: (a) to keep all Confidential Information in strict confidence; and (b) to use Confidential Information only for purpose it was provided under this Agreement (the "Business Purpose"); GREYHOUND shall treat all Confidential Information of AMTRAK by using at least the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. Any copies made of the Confidential Information, or any part thereof, must be labeled or affixed with an appropriate confidentiality, proprietary and/or trade secret notice.

C. *Return or Destruction of Confidential Information.* GREYHOUND shall return to Amtrak all written materials embodying Confidential Information or to destroy such materials promptly, including all copies made by GREYHOUND, at the request of AMTRAK or upon termination of this Agreement. GREYHOUND shall provide AMTRAK a destruction certificate if so requested. Notwithstanding the return or destruction of Confidential Information, GREYHOUND will continue to be bound by the terms of this Agreement.

E. *Equitable Relief.* GREYHOUND acknowledges that any use or disclosure of the Confidential Information that is inconsistent with the restrictions set forth in this Agreement will cause immediate irreparable harm to AMTRAK for which there is no adequate remedy at law. Accordingly, AMTRAK shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction

in the event of any such breach or threatened breach. GREYHOUND agrees and stipulates that AMTRAK shall be entitled to such injunctive relief without posting a bond or other security.

F. *Duty to Notify.* GREYHOUND shall immediately notify AMTRAK in writing of any known or suspected disclosure, access or use of the Confidential Information that is not authorized under this Agreement.

G. *Third-Party Beneficiaries.* To the extent AMTRAK discloses, or provides for the disclosure of, Confidential Information of a third party, that third party shall be a third-party beneficiary to this Agreement and shall be entitled to enforce this Agreement directly against GREYHOUND as the third party's interests may warrant.

H. *Audit.* Upon 10 days' advance notice, AMTRAK may audit GREYHOUND's security practices and procedures (and those of its contractors and agents, as applicable) to ensure that it is in compliance with the terms of this Section.

SECTION 11 -- MISCELLANEOUS

- A. Relationship between Parties. AMTRAK is an independent contractor in all matters relating to this Agreement. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity.
- B. Severability. If any provision of the Agreement is declared to be invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement.
- C. Exclusivity. GREYHOUND shall make no claims on Amtrak of exclusivity of services provided under this Agreement.
- D. Headings and Captions. The headings and captions used herein are for convenience only and shall not affect the construction of any of the terms and conditions hereof.

SECTION 12 -- ENTIRE AGREEMENT

A. This instrument and Appendices A, B, C and D identified herein and attached hereto, constitute the sole and entire agreement between the parties hereto for services to be rendered hereunder. No change

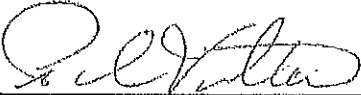
or modification in this Agreement shall be of any force or in effect unless reduced to writing, dated, and executed by both parties hereto.

B. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the United States and the District of Columbia.


{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers in multiple original counterparts on the day and year first above written.

**NATIONAL RAILROAD
PASSENGER CORPORATION**

BY: 
(Signature)
NAME: Paul Vilter
TITLE: AVP Amtrak Services
DATE: 2-9-18

GREYHOUND LINES, INC

BY: 
(Signature)
NAME: John Baranowski
TITLE: Sr. Director Network Development
DATE: February 1, 2018

**APPENDIX A - AUTHORIZED CITIES AND OPERATIONS
TO
TICKETING AND CONNECTING SERVICE AGREEMENT
BY AND BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
GREYHOUND LINES, INC**

- A. General. Pursuant to the above referenced Agreement, AMTRAK has authorized GREYHOUND to sell and issue Tickets in connection with passenger transportation over the routes and lines of AMTRAK, specified herein below:

Salt Lake City, Utah, to Reno, Nevada

In both directions between Salt Lake City, Utah, running to:

Elko, Nevada

Winnemucca, Nevada

Reno, Nevada

(b) (5)

- B. Rights to issue tickets. Nothing shall be construed as limiting AMTRAK's right to issue tickets for its own services for the convenience of AMTRAK passengers and the general public or to interline or enter into agency agreements with any other carrier or agent. C. AMTRAK operations control. AMTRAK has sole control over all aspects of its operations, including schedules, fares, capacities, services offered, amenities, train release, and any other aspect of AMTRAK's service. AMTRAK shall provide GREYHOUND as much notice as is practical of any AMTRAK schedule change or material change in AMTRAK operating characteristics.
- D. Available capacity for GREYHOUND to sell. AMTRAK shall determine the available capacity that GREYHOUND may sell. GREYHOUND may request additional capacity by notifying AMTRAK, and AMTRAK shall confirm or deny available capacity before GREYHOUND shall sell any additional capacity. AMTRAK may notify GREYHOUND at any time of a reduction of available capacity on any schedule for any reason. If AMTRAK service is disrupted, oversold or otherwise not available to customers reserved and ticketed by GREYHOUND for travel on AMTRAK, then

GREYHOUND shall assist AMTRAK in rerouting affected customers. GREYHOUND shall provide any refunds necessary for customers ticketed under this agreement for canceled AMTRAK schedules.

- E. Accuracy of schedule data. GREYHOUND is solely responsible for accurately displaying AMTRAK schedules, services, and station locations in the reservation and sales systems of GREYHOUND.
- F. Motorcoach transfers. At connecting stations, GREYHOUND shall provide connecting motor coach service to facilitate passenger transfers at no cost to AMTRAK.
- G. Manifests and Emergency Contact Information. GREYHOUND shall provide to AMTRAK a passenger name list providing the names of passengers ticketed by GREYHOUND for each AMTRAK schedule and a phone number or emergency contact information, if available, for those passengers.

H. Booking procedures.

(b) (5)

(b) (5)

- I. Baggage. AMTRAK shall accept carry-on baggage in accordance with AMTRAK baggage policy. Excess baggage will be charged to the passenger directly at applicable AMTRAK rates. AMTRAK will not check baggage to a destination other than the passenger's final destination but will accept checked baggage to AMTRAK online destinations that allow checked baggage.
- J. Unaccompanied minors. AMTRAK is not required to provide travel to unaccompanied except in accordance with the AMTRAK policies in effect on the date of travel. Passengers under the age of sixteen (16) may not travel without an adult. Unaccompanied minors may not travel on AMTRAK itineraries with connecting or conjunctive travel segments and GREYHOUND shall not sell or issue Tickets for such travel.

**APPENDIX B - SETTLEMENT PROCEDURES
TO
TICKETING AND CONNECTING SERVICE AGREEMENT
BY AND BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
GREYHOUND LINES, INC**

(b) (5)



If to AMTRAK, addressed to:

(b) (6)



If to GREYHOUND, addressed to:

U.S. Mail:

(b) (6)



FedEx or other express delivery:

Same address as above

Each party hereto may change the address at which it shall receive notification hereunder by notice in writing to the other party hereto.

**APPENDIX C - REIMBURSEMENT POLICY
TO
TICKETING AND CONNECTING SERVICE AGREEMENT
BY AND BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
GREYHOUND LINES, INC.**

GREYHOUND agrees to reimburse AMTRAK as indicated herein:

(b) 4 & (b) 5



**APPENDIX D - MISCONNECTION AND CANCELLATION POLICY
TO
TICKETING AND CONNECTING SERVICE AGREEMENT
BY AND BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
GREYHOUND LINES, INC**

1. Connections List. GREYHOUND shall furnish to AMTRAK in advance of departure a list of all passengers ticketed under this Agreement, which list must include the onward connections and the final destination of each passenger. This list shall be used to reroute or accommodate any passengers with missed connections.

2. Minimum Connection Layover Times. GREYHOUND shall not sell a connection from an AMTRAK service to a departing GREYHOUND service with less than ninety (90) minutes between the schedule arrival of the AMTRAK service and the scheduled departure of the GREYHOUND service. AMTRAK does not guarantee any connection that is less than ninety (90) minutes and GREYHOUND shall be responsible for all costs incurred by AMTRAK for any passenger connections with less than ninety (90) minutes of layover time.

3. Late Train. If a train is late and causes a passenger to miss a through-ticketed connecting service of GREYHOUND, GREYHOUND shall carry the passenger on the next available GREYHOUND service subject to available space, or AMTRAK shall furnish transportation to the destination of the passenger. AMTRAK shall be responsible for providing lodging and/or meals when necessary because a customer is delayed at a connecting station by more than four hours because of late AMTRAK operation to that connecting station.

4. Late Bus. In the event a GREYHOUND service is late and a passenger misses a connecting AMTRAK service, AMTRAK shall carry the passenger on the next available service subject to available space, or GREYHOUND shall furnish transportation to the destination of the customer. GREYHOUND shall be responsible for providing lodging and food when a customer is delayed more than four hours because of late GREYHOUND operation to a connecting station. GREYHOUND shall contact AMTRAK customer service support to rebook passengers that miss AMTRAK connections.

5. Canceled Services

A. If an AMTRAK service is canceled, AMTRAK shall notify GREYHOUND of the cancellation as soon as practical. GREYHOUND shall promptly cancel the applicable services in its reservation and ticketing system and refund or exchange tickets in accordance with GREYHOUND's own terms and conditions. If affected passengers have begun travel, GREYHOUND shall attempt to reroute customers affected by the AMTRAK cancellation. If passengers cannot be rerouted, AMTRAK shall carry passengers on the next available AMTRAK service, or shall furnish alternate transportation. AMTRAK shall be responsible for any lodging or meals of customers that are inconvenienced due to a canceled service,^{(b) (5)}

(b) (5)

B. If a GREYHOUND service is canceled, GREYHOUND shall notify its customers as necessary and AMTRAK, and shall reroute or cancel the itinerary. AMTRAK is not responsible for alternate transportation, nor for any lodging or meals of customers that are inconvenienced due to a canceled GREYHOUND service and GREYHOUND shall pay any such costs incurred by AMTRAK. In the event that exigencies require AMTRAK to provide alternate transportation, housing, or lodging for customers affected by a GREYHOUND cancellation, GREYHOUND shall pay AMTRAK such charges within 30 days of AMTRAK's submission of an invoice and any supporting documentation for such charges.