



**75 State Street Garage
Easy Park Card
Credit Card Authorization Form**

Name: _____
Company: _____
Mailing Address: _____
Telephone Number: _____
Email Address: _____

Automatic Credit Card Withdrawal (Select One)

Master Card VISA AMEX Discover

Credit Card Type (Select One) Personal Corporate Account

Card/Account Number _____ Expiration Date _____

Name As It Appears on Credit Card _____

Name of Business (If Corporate Card) _____

Billing Address: _____

Street _____

City _____ State _____ Zip _____

Initial Deposit: \$ _____

Automatic Refill Amount: \$ _____

I certify that the above information is correct as of this date, and agree to give prompt written notice of any change to Standard Parking ("Operator"). I agree that I have read, understand and will fully comply with the Terms and Conditions on the second page of this Application Form, and any Rules and Regulations for the Garage, which may be in effect from time to time. I have listed a credit card account number above; I hereby authorize Operator to charge the amount as indicated above. The "Automatic Refill" amount will be charged each time the outstanding balance on the Easy Park Card account is equal to or less than 100% of the Maximum Daily Rate. To cancel this automatic credit card withdrawal, I shall complete the cancellation form (which may be obtained from the garage office) and submit it to the Operator at least (30) days in advance.

(DATE)

(SIGNATURE OF CARDHOLDER)

PARKING RATES BASED ON 24-HOUR PERIOD; FROM 5AM UNTIL 5 am THE FOLLOWING DAY.

FOR OFFICE USE ONLY

Effective Date _____

Card# _____

Accepted by: _____

Account# _____

The Easy Park Card

Terms and Conditions

1. **Parking Rights.** The purchase of a Parking Permit grants the Card Holder a license to park at the 75 State Street Garage conditioned on compliance with these Rules and Regulations, as amended from time to time.
2. **Easy Park Card Authorization Form.** The Easy Park Card Holder must complete and deliver to Operator an "Easy Park Card Authorization Form" to obtain parking privileges. If the information supplied should change, or if Operator should modify the Easy Park Card Authorization Form, the Easy Park Card Holder must promptly submit a new Easy Park Card Authorization Form.
3. **Easy Park Card.** The Easy Park Card is a program allowing access to and from the Garage. The Easy Park Card will be issued upon the applicant's (i) submission of a completed Easy Park Card Authorization Form, and (ii) payment of the initial prepaid parking fee. The Easy Park Card may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.
4. **Payments.** The Easy Park Card ("Card") is a value card used for parking at the 75 State Street Garage. Upon each payment made by the Card Holder, or in the case of a Corporate Account, each payment made on behalf of the Card Holder(s) using a Corporate Account, Standard Parking (the "Corporation") will credit the Card holder's account or the Corporate Account, as applicable, by an amount (the "Credit Amount") which may be larger than the amount of the payment (the "Easy Park Amount"). The difference between the Easy Park Amount and the Credit Amount (the "Discount") may be changed from time to time by the Corporation. All payments will be in cash, by check, credit card or money order payable to the 75 State Street Garage or, if the Card holder has authorized the Operator to charge the Card holder's credit card, by automatic credit card withdrawal. A charge may be assessed for any check that is returned unpaid, or for any automatic credit card withdrawal that is denied.
5. **Parking.** The Card holder shall present a Card upon entering and exiting the Garage, and the Corporation shall deduct the appropriate parking charges from the Card holder's account or the Corporate Account, as applicable. The parking charges applicable to the Card holder shall be those charges applicable to the general public, except that the maximum parking charges payable by the Card holder for the use of the Garage during any one calendar day (regardless of the number of entries and exits) shall be the posted maximum daily amount charged to the general public from time to time ("Maximum Daily Rate"). **However, the Card cannot be used in conjunction with other discounts or discount coupons.** The Corporation may (but shall not be required to) permit the Card holder to incur parking charges in excess of the outstanding balance in the Card holder's account or the Corporate Account, as applicable. If the Card holder has not authorized the Operator to make automatic credit card withdrawals, the Card holder promptly shall make payment or cause payment to be made to the Corporation to restore a positive balance to the Card holder's account or the Corporate Account, as applicable, and will refrain from using the Card until a positive balance is restored. If the Card holder has authorized the Operator to make automatic credit card withdrawals, such withdrawals shall be made in accordance with the provisions of this Information Form and these Terms and Conditions. The Card holder agrees to use the Garage in a safe and lawful manner and in accordance with any rules and regulations issued by the Corporation. The Corporation has established a policy that all Card holders will be accommodated even though the Garage may be posted as "full"; however, in no event will the Corporation be responsible for any losses or damages incurred by any party by any reason of a Card holder's inability to use the Garage.
6. **License to Park.** Timely payment of parking fees shall grant to the Card holder a license to park in the Garage; no bailment relationship shall be created. Neither the Corporation nor the Operator shall be responsible or liable for damage to or theft of any vehicle or its contents while located in the Garage, or for injuries suffered by any person while using the Garage.
7. **Lost Cards.** If a Card is lost or stolen, the Card holder shall immediately complete a lost or stolen card report form, and upon submission to the Operator, the Card may be deactivated to prevent re-use; prior to submission of such form, the Card holder will be solely responsible for any unauthorized use of a Card. A lost, stolen or damaged Card will be replaced promptly upon submission of the form.
8. **Expiration, Termination.** If a Card holder makes or authorizes no payment to its account for one year, or if no payment is made or authorized to a Corporate Account for one year, the Card shall expire. No refunds of an unused Credit Amount shall be available at any time, except as provided in the next sentence. The Corporation may terminate the Card at any time upon sixty (60) days notice to the Card holder, and promptly after surrender of the Card, a Card holder having its own account and not a Corporate Account, shall be entitled to a refund in the amount of the unused Credit Amount less the Discount applicable at the time of the Card holder's most recent payment; provided, however, that any payment made by way of an automatic credit card withdrawal, or any Credit Amount resulting from an automatic credit card withdrawal, shall not be refundable or redeemable, and shall only be applied as payment to the Corporation for parking charges incurred by the Card holder for use of the Garage. In addition, the Corporation may terminate the Card immediately without notice in the event that the Card holder fails to comply with any of these Terms and Conditions.
9. **No Assignment.** The Card holder may not assign, transfer or sell the Card or any parking privileges associated therewith.
10. **Use of the Garage.** Operator may establish and distribute operating rules relating to proper use of the Garage. A Debit Card Holder must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Garage.
11. **No Commercial Use.** The Easy Park Card may be used only to park a passenger car, van or light truck having a maximum height no greater than the maximum height posted and of such length and width such that it fits within a conventional parking space. The Garage may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services, except with Operator's prior written consent.
12. **No Storage, Abandonment.** The Garage may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Garage for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Garage (Operator will endeavor, but is not required, to send notification to the Card Holder at the current billing address five (5) days before removal), in which event neither Operator nor the Garage owner shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Easy Park Card Holder upon being billed therefore by Operator.