Pi Alley Garage

The Debit Card Application

Name of Tag Holder: _____
(LAST) FIRST MIDDLE INITIAL

Home Address: _____
(STREET) (APARTMENT #)

_____
(CITY) (STATE) (ZIP)

Business Name/Address _____
(NAME) (STREET)

_____
(CITY) (STATE) (ZIP)

Business Phone: _____ Home Phone: _____

Fax Number: _____ Email: _____

Primary Car: _____
Make Model Year Color State/License Plate #

Secondary Car: _____
Make Model Year Color State/License Plate #

☐ Corporate Account: Parking Coordinator: _____

Company: _____

Mailing Address: _____

Telephone Number: _____

Automatic Credit Card Withdrawal *(Select One)* ☐ Master Card ☐ VISA ☐ AMEX ☐

Credit Card Type *(Select One)* ☐ Personal ☐ Corporate Group Accounts

_____
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 Debit Amount: ($150 minimum) $ _____ Administrative Fee: $ 15.00 Automatic Recharge Amount: ($150 minimum) $ _____

I certify that the above information is correct as of this date, and agree to give prompt written notice of any change to the Pi Alley Parking Garage. 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. If I have listed a credit card account number above, I hereby authorize Operator to charge the credit card indicated in the amount of the Debit Amount (as defined in the Terms and Conditions) each time the outstanding balance in my Debit account is equal to or less than 200% 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 PASS HOLDER)

PARKING RATES BASED ON 24-HOUR PERIOD, FROM 3AM UNTIL 3AM THE FOLLOWING DAY.

FOR OFFICE USE ONLY

Effective Date_____ Card Number_____

Accepted by:_____ Account Number_____

The Debit Card

Terms and Conditions

1. **Parking Rights**. The purchase of a Parking Permit grants the Debit Card Holder a license to park at the Pi Alley Garage, conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time.

2. **Debit Card Holder Application**. The Debit Card Holder must complete and deliver to Operator a "Debit Card Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Operator should modify the Debit Card Holder Application, the Debit Card Holder must promptly submit a new Debit Card Holder Application.

3. **Debit Card.** The Debit Card is a monthly program allowing access to and from the Garage. The Debit Card will be issued upon the applicant's (i) submission of a completed Debit Card Holder Application, and (ii) payment of the initial prepaid parking fee. The Debit Card may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.

4. Payments. The Debit Card ("Tag") is a value card used for parking at the Pi Alley Garage. Upon each payment made by the Tag Holder, or in the case of a Corporate Account, each payment made on behalf of the Tag Holder(s) using a Corporate Account, the Operator will credit the Tag holder's account or the Corporate Account. All payments will be by automatic credit card withdrawal. A $10.00 charge will be assessed for any automatic credit card payment that is denied.

5. Parking. The Tag holder shall present a Tag upon entering and exiting the Garage, and the Operator shall deduct the appropriate parking charges from the Tag holder's account or the Corporate Account, as applicable. The parking charges applicable to the Tag holder shall be those charges applicable to the general public less any discount that may be in effect, except that the maximum parking charges payable by the Tag 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 Tag cannot be used in conjunction with other discounts or discount coupons**. The Operator may (but shall not be required to) permit the Tag holder to incur parking charges in excess of the outstanding balance in the Tag holder's account or the Corporate Account, as applicable. If the Tag holder has not authorized the Operator to make automatic credit card withdrawals, the Tag holder promptly shall make payment or cause payment to be made to the Operator to restore a positive balance to the Tag holder's account or the Corporate Account, as applicable , and will refrain from using the Tag until a positive balance is restored. If the Tag 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 Tag holder agrees to use the Garage in a safe and lawful manner and in accordance with any rules and regulations issued by the Operator. The Operator has established a policy that all Tag holders will be accommodated even though the Garage may be posted as "full"; however, in no event will the Operator be responsible for any losses or damages incurred by any party by any reason of a Tag holder's inability to use the Garage.

6. License to Park. Timely payment of parking fees shall grant to the Tag holder a license to park in the Garage; no bailment relationship shall be created. The Operator shall not 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 Tags. If a Tag is lost or stolen, the Tag holder shall immediately provide written notice during office hours and upon submission to the Operator, the Tag may be deactivated to prevent re-use; prior to receipt of such form, the Tag holder will be solely responsible for any unauthorized use of a Tag. A lost, stolen or damaged Tag will be replaced promptly upon written notice and payment to the Operator of a replacement fee established from time to time by the Operator. All Cards shall remain the property of the Operator.

8. Expiration, **Termination**. If a Tag holder makes no payment to its account nor uses it for one year, or if no payment is made or authorized to a Corporate Account for one year, the Tag shall expire. No refunds of an unused Credit Amount shall be available at any time, except as provided in the next sentence. The Operator may terminate the Tag at any time upon sixty (60) days notice to the Tag holder, and promptly after surrender of the Tag, a Tag 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 Tag 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 Tag holder for use of the Garage. In addition, the Corporation may terminate the Tag immediately without notice in the event that the Tag holder fails to comply with any of these Terms and Conditions.

9. No Assignment. The Tag holder may not assign, transfer or sell the Tag 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 Debit 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 Tag 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 Debit Card Holder upon being billed therefore by Operator.

I certify that I have read and understand the above listed terms and conditions for the Debit Card.

_____

Date Signature