



ParkSMART GARAGE DEBIT CARD CUSTOMER AGREEMENT

These terms and conditions constitute your Garage Debit Card CUSTOMER AGREEMENT. Please read carefully and keep this copy for your records. This agreement is also available on the City's ParkSMART web site: www.CityofOrlando.net/parking

1. GENERAL TERMS OF USE.

- A. Agreement, and all rules and policies governing the use of the Garage Debit card are as established by the City of Orlando Parking Division. The initial use of your Garage Debit card constitutes agreement with these terms and conditions.
- B. The terms and conditions of this Agreement may be amended at any time by providing written notice of such terms and conditions to User. User will be deemed to have received such notice ten (10) days after it is deposited in the U.S. Mail. You agree to all changes when you use your Garage Debit card after that date.
- C. The Garage Debit card may be used to pay for fees to obtain passage in selected City of Orlando parking garages, according to operational procedures provided herein.
 1. Payment options available on the Garage Debit card are limited to an automatic payment and replenishment method utilizing a Visa, Master Card, AMX and Discover cards.
 2. User agrees to provide the Parking Division the required personal information to register the account.
 3. User agrees that no interest will be paid to User on prepaid balances.
 4. User authorizes the Parking Division to automatically charge the designated credit card account as designated herein.
 5. The initial charge to the credit card to establish an account is \$ \$50.00, \$75.00 or \$100.00.
 6. A Pre-paid Parking Fee Account allows currency value to be stored in an account that is used for the payment of parking fees. Value from the users credit card is exchanged for value placed in this account via an Automatic Replenishment Service.
- D. If the Garage Debit card does not have sufficient value to pay the parking fee, User agrees pay the entire amount due for the service via currency or other accepted payment media. No partial payments will be deducted from the **debit** card.

2. **TERM OF AGREEMENT.** This agreement shall be in effect until such time that the user closes the account and any outstanding balance is paid in full. The City of Orlando Parking Division reserves the right to terminate the agreement for any reason. Upon such termination User will be entitled to a refund of any value remaining on your debit card. The remaining value will be credited to the User's credit card on file after any costs or fees due have been paid.

3. RELOADING VALUE ON TO GARAGE DEBIT CARD.

- A. A. minimum amount of \$30.00 of value will be charged to the credit card on file once the minimum balance of \$20.00 has been reached.
- B. It is the Users responsibility to monitor the current status of the payment account and to ensure the card is valid for use during the term of use or as long as the User remains enrolled in the Auto Renewal Service.

4. USE OF THE GARAGE DEBIT CARD FOR PAYMENT OF GARAGE PARKING

- A. User agrees that only hourly and daily fees are eligible for garage services payment with the Garage Debit card. Debit Card is not valid for Events or flat rates. User agrees to not use the card when a fee is charged up front to enter the facility.
- B. User agrees to properly swipe the Garage Debit card on the reader upon entering AND exiting the parking garage whether the gate arm is in the up or down position. User will visually verify, on the display, that the transaction has been completed prior to leaving the gate area.
- C. User agrees that use of the Garage Debit card is subject to enforcement procedures incorporated in the rules and procedures of the City Parking Facilities and agrees to comply with all applicable traffic laws within the parking garages while using the Garage Debit card. Failure to comply could result in fines or the cancellation of the debit card.
- D. User agrees that account adjustments will not be made if the debit card is not used properly.

5. LOST, STOLEN OR DAMAGED, OR MALFUNCTIONING CARDS.

- A. User agrees to report the loss of the Garage Debit card as soon as possible to the Parking Division Customer Service Center by calling **407-246-2155** or **407-246-3774**.

- B. User debit card will be deactivated upon receipt of User notification of the loss or theft during normal business hours. User will not be held responsible for future activity on the lost or stolen debit card after the Parking Division Customer Service Center receives notification, during normal business hours (8 am to 5 pm Monday through Friday).
- C. The value remaining on the debit card will be transferred to a replacement debit card and reissued to the User. The remaining value transferred will be the amount remaining on the card when it is reported to the Parking Division customer service center during normal business hours (8 am to 5pm Monday through Friday).
- D. The fee to replace a lost or stolen Garage Debit card is free for the first card replacement and \$10 for a second card replacement. User eligibility for the Garage Debit card program may be terminated if a third or subsequent card replacement is required within a year time.
- F. In the event that the Garage Debit card or the reader has technical problems and does not work properly when swiped at the appropriate card reader User agrees and understands that to gain entry they will pull a ticket to enter the facility and pay the established rate.

6. TERMINATION OF THE PROGRAM; REFUNDING.

- A. The Garage Debit card program may be terminated at any time and for any reason. User will be notified in writing of this action.
- B. Upon such termination, the Garage Debit card may be blocked from usage.
- C. Upon termination User shall be entitled to a refund of any value remaining on your debit card, and value remaining in the prepaid account after costs and fees due under this agreement have been paid.
- D. The Parking Division will make refunds within 30 days after receipt of the card.

7. GOVERNING LAW. This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and venue will be in Orange County, Florida.

8. CONFIDENTIALITY. Personal information will not be sold or disclosed to any third party without your written consent, unless required to do so by law. Information collected in connection with the use of your Garage Debit card will be used in the evaluation of the Garage Debit Card program.

9. INDEMNIFICATION. User agrees to indemnify, protect, and hold harmless the Issuer from liability for all loss, damage, or injury to persons or property arising from the use of the Garage Debit card.

10. KEY DEFINITIONS:

- A. **USER:** Individual registered as the cardholder and bound by the terms of this agreement and all rules of the Parking Garage Debit Card program.
- B. **Debit Card:** A card capable of storing and processing information and cash value.
- C. **Card Reader:** A unit located at the entrance and exit of designated parking garages capable of communicating with the debit card and processing transactions based upon the presence of a cash value stored on the debit card.

11. IF YOU HAVE LOST YOUR GARAGE DEBIT CARD OR SUSPECT AN ERROR HAS OCCURRED IN USING YOUR GARAGE DEBIT CARD contact the Parking Division Customer Service Center as soon as possible during normal business hours.

Date _____

NAME (Printed) _____

Signature _____



ParkSMART Central Customer Service

53 W. Central Blvd.

Orlando, FL 32801

Hours of Operation: Monday – Friday, 8:00 AM – 5:00 PM EST/EDT

(407)-246-2155 or (407) 246-3774