



CITY OF ORLANDO



COURTHOUSE ADVANTAGE DEBIT CARD CUSTOMER AGREEMENT

These terms and conditions constitute your Courthouse Advantage Debit Card CUSTOMER AGREEMENT. Please read carefully and keep this copy for your records.

KEY DEFINITIONS:

- A. **USER:** Individual registered as the cardholder and bound by the terms of this agreement and all rules of the Parking Courthouse Advantage Debit Card program.
- B. **Courthouse Advantage Debit Card:** A card capable of storing and processing information, passes, 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.

GENERAL TERMS OF USE.

- A. Agreement, and all rules and policies governing the use of the Courthouse Advantage Debit Card are as established by the City of Orlando Parking Division. The initial use of your Courthouse Advantage 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 Courthouse Advantage Debit Card after that date.
- C. The Courthouse Advantage Debit Card may be swiped to pay for fees to obtain entry in the Courthouse Parking Garage no earlier than 1-½ hours prior to game night and end 4 hours after game starts on days in which a Magic game is scheduled. The User agrees to adhere to operational procedures provided herein.
 - 1. The minimum balance required to enter a facility will be \$7.00.
 - 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 pre-paid balances.
 - 4. The initial charge to establish an account is \$70.00, \$105.00, \$161.00 or \$315.00 only.
 - 5. A pre-paid parking debit card account allows currency value to be stored in an account that is used for the payment of parking fees.
 - 6. User agrees to properly swipe the Courthouse Advantage Debit Card at the card reader to facilitate the electronic payment whether the arm is up or down and will visually verify on the display that the transaction has been completed.
- D. If the Courthouse Advantage Debit Card does not have sufficient value to pay the parking fee, User agrees to pay the entire amount due for the service via cash or check.

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 the User will be entitled to a refund of any value remaining on the debit card. If paid by credit card, the remaining value will be credited to the User's credit card on file after any costs or fees due have been paid. COURTHOUSE DEBIT CARDS are Non-Refundable.

3. GARAGE PARKING

- A. User agrees that only \$7.00 flat fees are eligible for garage services payment with the Courthouse Advantage Debit Card.
- B. User agrees that use of the Courthouse Advantage Debit Card is subject to enforcement procedures incorporated in the rules and procedures of the city parking facilities.
- C. User agrees to comply with all applicable traffic laws within the parking garages while using the Courthouse Advantage 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.

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

- A. User agrees to report the loss of the Courthouse Advantage Debit Card as soon as possible to the Parking Division Customer Service Center by calling (407) 246-2155.
- 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 5 pm Monday through Friday).
- D. The fee to replace a lost or stolen Courthouse Advantage Debit Card is free for the first card replacement and \$10 for a second card replacement. User eligibility for the Courthouse Advantage Debit Card program may be terminated if a third or subsequent card replacement is required within one year.
- E. In the event that the Courthouse Advantage 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.

5. TERMINATION OF THE PROGRAM; REFUNDING.

- A. The Parking Division may terminate the Courthouse Advantage Debit Card program at any time and for any reason. User will be notified in writing of this action.
- B. Upon such termination, the Courthouse Advantage Debit Card will 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 toll account after costs and fees due under this agreement have been paid within 30 days.

6. 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.

7. 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 Courthouse Advantage Debit Card will be used in the evaluation of the Courthouse Advantage Debit Card program.

8. INDEMNIFICATION. User agrees to indemnify, protect, and hold harmless the City of Orlando from liability for all loss, damage, or injury to persons or property arising from the use of the Courthouse Advantage Debit Card.

9. IF YOU HAVE LOST YOUR COURTHOUSE ADVANTAGE DEBIT CARD OR SUSPECT AN ERROR HAS OCCURRED WITH IT- contact the Parking Division Customer Service Center as soon as possible during normal business hours.

Parking Division Customer Service
53 W. Central Blvd.
Orlando, FL 32801
(407) 246-2155 or (407) 246-4126
Hours of Operation: Monday – Friday, 8:00 AM – 5:00 PM
Updated 1/09