



THE WILMINGTON PARKING AUTHORITY

625 N. ORANGE STREET
WILMINGTON, DE 19801-2222
TELEPHONE (302) 427-6773 • FAX (302) 655-1279

MONTHLY PARKING ACCESS CARD AGREEMENT

DEFINITIONS

This Monthly Parking Access Card Agreement ("Agreement") is an agreement between the Wilmington Parking Authority ("WPA") and the holder of a Monthly Access Card ("Cardholder") providing for parking privileges.

TERMS & CONDITIONS

Subject to the provisions hereof relating to early termination, this Agreement shall continue in force through the last day of the month for which the Cardholder has paid the monthly parking fee. The Cardholder shall provide necessary information upon request by the WPA, or the WPA's employee and/or agent, to confirm the Cardholder's personal use of the Access Card. The Cardholder is responsible for updating all information changes, including name, address, business and home telephone numbers, and vehicle license plate information. This can be done by email to monthlyparking@wilmingtonparking.com, or by fax to (302) 655-1279; or by mail to the WPA offices at 625 N. Orange Street, Wilmington, DE 19801-2222. Failure to comply fully with a request for necessary information may result in immediate cancellation of this Access Card.

INITIAL APPLICATION AND RENEWAL

Initial application must be made in person at the WPA offices. This Agreement is automatically renewable by payment of the monthly parking fee on or before the 1st day of the month. When the first day of the month falls on a holiday, payment shall be due the following business day. Failure to maintain continuous renewal may result in termination of this Agreement and the Access Card being licensed to another applicant.

PAYMENT METHODS

Monthly parking fees are payable in advance and are due on the first day of each month. For the Cardholder's convenience, payments may be dropped into boxes located on the wall of the manager's office at each facility, except the 8th Street Lot and the 6th Street Lot, or deposited at the Linden Building lobby security desk, at 625 N. Orange Street. Payments can also be mailed in envelopes provided by the WPA. Cardholders may also be able to arrange to have WPA monthly parking fees charged to their credit or debit card. No credit will be given for periods of non-use of the Access Card.

RATES & FEES

Current rate and fee schedules are available for review at the WPA offices, or (302) 655-4442. The monthly rates and other fees are subject to change without prior notice, and will be published at all parking facilities.

The following administrative fees are non-refundable:

- A \$10.00 fee will be charged for lost and/or damaged key cards.
- A \$10.00 fee will be charged to reactivate an Access Card terminated for late or non-payment.
- A \$35.00 returned check fee will be charged for checks returned by the payee's bank.

TERMINATION

The Cardholder may terminate this Agreement by returning the Access Card to the WPA offices. In addition, The WPA reserves the right to cancel the Access Card and terminate this agreement without notice and without cause, or for cause, including, without limitation, the failure of the Cardholder to pay any fee or charge, or to perform any act or obligation imposed or required under this agreement. Failure to remit parking fees shall result in the Access Card being terminated by the 8th day of any month of non-payment. Access Cards are the property of the WPA and shall be returned upon termination of the Agreement. The WPA shall not be required to refund any unused portion of any monthly parking fee. The WPA may terminate monthly parking access privileges by written notice mailed to the Cardholder or upon published closure of the subject parking facility. The Cardholder acknowledges that the WPA is not obligated to relocate the Cardholder upon notice of termination of this Agreement or closure of the subject parking facility.

MONTHLY ACCESS CARD

The WPA Monthly Access Card authorizes the parking of one (1) passenger vehicle or light truck in a designated facility at any time. The Access Card is for the facility designated only and no specific space is assigned. The Access Card must be used to enter and to exit the facility at all times. The Access Card is for the sole use of the registered Cardholder and is non-transferable. Should the Access Card become lost, the Cardholder must contact the WPA offices. While every effort will be made to make parking available for all Cardholders, the WPA does not guarantee that parking spaces will be available.

DISPLAY PERMITS (HANG TAGS)

The WPA Display Permit authorizes the parking of one (1) passenger vehicle or light truck in a designated facility at any single time. The Permit is for the facility designated only and no specific space is assigned. The Permit must be visible in the designated method at all times when the vehicle is parked in the facility. The Permit is for the sole use of the registered permit holder and is non-transferable.

USE OF FACILITIES

At all times, the Cardholder shall exit the lot by using the Access Card to open closed gates. FAILURE TO DO SO WILL RENDER YOUR CARD USELESS AT NEXT ACCESS AND SUBJECT HOLDER TO DAILY FEES. In the event that all gates are up and not functioning, the Cardholder should call the WPA offices at (302) 427-6773 and report the problem immediately. Any attempt at manipulation of the access system, Access Cards, or these procedures may result in cancellation of your Access Card and this Agreement. Furthermore, the Cardholder will comply with reasonable rules and regulations promulgated by the WPA regarding use of its facilities, and the directives posted by signs in such parking facilities (such as no parking, handicap parking, small/compact car only, speed limits, directional flow, and stop signs). In addition, the Cardholder is advised to never leave their Access Card in their vehicle and to keep it in their wallet or purse.

ENTIRE AGREEMENT

Facility personnel and attendants are not authorized to make or allow exceptions to this Agreement or operational policy. This Agreement constitutes the entire agreement between the WPA and the Cardholder concerning the subject matter hereof and may not be amended except in a writing signed by each of the WPA and the Cardholder. This Agreement is governed by Delaware law. The captions of this Agreement are included for ease of reference only and shall not be considered in the construction or interpretation hereof.

LIABILITY

The Access Card is a Contract of License between the WPA and the Cardholder for a parking space. The Cardholder agrees that there is no Bailor/Bailee relationship between Cardholder and the WPA. The WPA is not responsible for the vehicle or personal property left either in or on the vehicle, and assumes no liability for fire, theft or casualty of the vehicle or personal property left therein. Cardholder agrees not to leave articles of personal property of any significant value in the vehicle and agrees not to hold WPA responsible for any damage resulting from the loss, theft or damage to articles of personal property left in vehicles in violation of this agreement. The WPA assumes no liability for theft, collision, fire or damage in any case, nor for damage or injuries occasioned by faulty brakes, customer's failure to set brakes properly or for improper vehicle maintenance by customer. Any suits or actions for any claims arising out of this Agreement must be filed within 180 days of the events giving rise to such claims. Cardholder agrees to pay all expenses, attorney's fees and court costs which WPA incurs as a result of any dispute involving this contract or collection of any payment due from Cardholder.

QUESTIONS

If there are any questions, problems with directions, or other concerns, the Cardholder should feel free to ask our courteous on-site personnel, or call the WPA office at (302) 427-6773 between 8:00 a.m. and 5:00 p.m. After 5:00 p.m. for emergencies, please call (302) 427-6777. The WPA makes every effort to give its Cardholders a complete and timely answer.