

## Terms & Conditions

### IMPORTANT

The following Termination Policy and Terms and Conditions form a part of your monthly parking agreement (the "Agreement") with Republic Parking System, LLC (hereinafter referred to as Republic Parking). Please read them carefully.

#### Primary Terms and Conditions you need to know:

##### I've signed up for monthly parking, what's my commitment?

Welcome to Republic Parking! We hope we'll remain your preferred parking provider but if your needs change you can park with us for as little as just one month.

##### When are my monthly payments due?

Monthly parking charges are due in advance, on the 1st day of each month. Set up automated monthly payments from your bank account or credit card for convenient and worry-free payments.

##### Do I need to display my permit every day?

Yes. If you have been issued a hangtag permit, it must be visibly displayed whenever you are parked in your designated lot. If your entire permit cannot be clearly seen through your vehicle windshield, it is not possible to verify your vehicle is valid, and you risk receiving a parking notice, or possible tow.

##### Where can I use my monthly parking permit?

Your monthly parking pass or permit is valid only at the one parking lot you signed up for, and you cannot use it for parking in another Republic Parking lot without prior authorization from us.

##### How will I know if my parking rate is going to change?

We'll send you a letter by mail one calendar month in advance. Be sure to keep us up to date of any changes in your address so our letter will reach you.

##### How do I cancel my parking, how much notice do I need to provide?

You may terminate your agreement by providing one calendar months' notice (30 days).

To cancel, contact us through our customer service portal at Republic Parking System, LLC; [www.RepublicParking.com](http://www.RepublicParking.com) or calling 1-423-756-2771. You can also write to us here:

Republic Parking System  
633 Chestnut Street, suite 2000  
Chattanooga, TN 37450

### Other Terms and Conditions

#### The Fine Print:

The following Terms and Conditions form a part of your monthly parking agreement (the "Agreement") with Republic Parking ("us" or "we"). Location specific terms and conditions contained in the monthly parking agreement that you sign will take precedence should there be a conflict with the terms and conditions listed below.

## **Termination**

1. You may terminate this Agreement by the 1st day of the month with termination effective on the last day of the calendar month. Any cancellation notices received on the 2nd of the month or later will be effective at the end of the next calendar month.

To cancel, contact us through our customer service portal at Republic Parking System, LLC; [www.RepublicParking.com](http://www.RepublicParking.com) or calling 1-423-756-2771. You can also write to us here:

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2. We may terminate this Agreement upon one calendar months' notice. However, if you are in breach of this Agreement we reserve the right, to suspend or cancel your parking privileges, terminate this Agreement and/or tow your vehicle at your expense. If your parking privileges are suspended, we may charge a reactivation fee.

## **Payments**

3. Parking charges (and any applicable taxes) are due in advance on the 1st day of each month for that month and payment is not valid until it is actually received by us. Please note amounts owing after your billing due date are subject to a late payment penalty. Invalid or returned payments are subject to an administrative fee of \$35.00, which amount is subject to change from time to time.

4. Parking rates are subject to change by us upon one calendar's months' notice.

5. You agree to pay a deposit and/or fee for use of a permit and/or access device and this payment will not bear interest. You will receive a refund of any deposit if the relevant permit and/or access device is returned to us within 7 days of termination and certain conditions are met, otherwise the deposit will be forfeited. After you have taken delivery of your permit and/or access device you are responsible for the item, and lost or stolen permits and/or access devices will be replaced upon payment of a new deposit and/or fee. A non-refundable service activation fee may also be charged in addition to, or in lieu of, a deposit.

## **Permits & Access Devices**

6. Your permit and/or access device (including cards, keys and remote controls) is valid only for the parking facility for which it is designated. Misuse of these items will be considered a breach of this Agreement. If the same permit number is found on more than one vehicle at a time, or if a permit or access device is used to admit more than one vehicle at a time into the parking facility, that permit will automatically be deemed invalid, and we may issue a parking notice and tow one or more of the vehicles in addition to any other remedies available to us. In the event of misuse of a permit or access device, we also reserve the right to charge the regular daily rate (in addition to the monthly charges).

7. A valid permit must be visibly displayed at all times with the "bar code" facing the windshield (unless no permit is required for that facility). Failure to do so will be considered a breach of this Agreement and, in addition to any other remedies available to us, may result in issuance of a parking notice and/or towing of your vehicle.

8. Each new or replacement permit or access device issued is subject to a non-refundable fee and/or a refundable deposit. See paragraph 5 above for information regarding refund of deposits.

## **Restrictions**

9. Parking charges are for the licensed use of parking space only and are subject to the rights and restrictions associated with your selected monthly parking rate and location.

10. We are not responsible for any injury, loss or damage to you or your vehicle or its contents.

11. The parking of unlicensed or uninsured vehicles; extended long term storage (contact the manager of the facility for specific storage restrictions; and the repair or maintenance of vehicles in the parking facility is prohibited. Further, the parking of vehicles that (in our opinion) pose any kind of hazard or have hazardous contents is also prohibited. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.

12. We do not guarantee the availability of parking at your selected lot at all times. Your selected lot may, from time to time, be unavailable for reasons including, but not limited to, late arrival, excessive demand due to special events or conferences, repair or maintenance activities, construction, emergencies or events of force majeure. In appropriate cases, we will endeavor to use reasonable efforts to relocate you to another of our parking facilities for the period your selected location is unavailable.

13. Any additional terms and conditions displayed on the signage at the parking facility must be observed, except for those relating to parking rates. Vehicles must be parked in marked stalls only.

14. Any power supplied at the parking facility is for block heater use only and is provided as a customer service only. The use of any interior car warmer is prohibited. We are not liable in the event that a vehicle fails to start, or for damage arising from use or malfunction of power or heaters. Use is at your own risk.

15. Unless you are the administrator of a group or corporate account or it is agreed by us in writing, you may not assign, transfer or sublicense this Agreement. Further, changes in the name of the account holder are strictly prohibited (unless supported by legal documentation and agreed to by us).

16. We are not responsible for loss or delayed delivery of payments or correspondence through the mail service.

17. You agree to ensure the address, contact and payment information associated with your account is accurate and up to date at all times. Please update your account online or contact us promptly with any changes.

18. We reserve the right to waive any of these Terms and Conditions from time to time in our sole discretion. Any such waiver on one occasion will not be construed as a general waiver, or waiver of the same term on a subsequent occasion.

19. These Terms and Conditions are subject to change by us from time to time. A current version can be accessed on-line at [www.RepublicParking.com](http://www.RepublicParking.com) or by writing to us at the address in paragraph 1 above.

## **Your Privacy**

20. The current terms of our Privacy Policy govern our collection, use and disclosure of your personal information and are hereby incorporated into this Agreement. Your personal information consists of the following:

- Name
- Mailing address and email address
- Bank account number, for pre-authorized bank payment option
- Credit card number, for pre-authorized credit card payment option
- Vehicle make and model, and license plate number
- Personal account identifiers, such as customer numbers, sign-up codes, and permit or access device data
- Customer correspondence

21. You consent to the collection and use of your personal information for the purpose of facilitating parking transactions with you, to allow us to verify your identity and to contact and communicate with you.

22. You consent to our disclosure of your personal information to our agents who provide services relating to management of your account, such as (but not limited to) delivering mail, preparing statements, processing payments, or to others as required by law. All such agents have agreed to comply with applicable privacy laws and to protect and maintain the confidentiality of the personal information. You further consent to our disclosure of your name, address, telephone number, and permit and/or access device information to the owner or subsequent operator of your selected parking facility.

23. Our Privacy Policy is subject to change from time to time, and can be accessed through our website or by written request to us at the addresses set out in paragraph 1.

### **Corporate Customers**

24. If you are entering into this Agreement on behalf of a corporation to obtain parking privileges for one or more individual parkers, you represent and warrant to us that you are an authorized signatory for that corporation. You agree to provide a copy of these Terms & Conditions and take steps to ensure that your parkers are aware of, and agree to abide by, the terms of this Agreement, other than those regarding fees being paid by the corporation on the parker's behalf. You further agree that in the event of a breach of any of the terms or conditions of this Agreement by an individual parker to whom you have granted parking privileges under this Agreement, we may (without limitation, and without notice to you) issue a parking notice to that parker, charge him or her the regular daily rate, tow his or her vehicle, or suspend his or her parking privileges, in our sole discretion.

### **Web Customers**

25. If you are entering into this Agreement via our website and are unable to print copies for your records, you may request a paper copy of this Agreement by writing to us at the address in paragraph 1 above.

26. You have consented to the use of an email address for us to contact you regarding your monthly parking account. You may withdraw this consent and elect to be contacted by mail by sending an email message to us through the customer service portal on our website, or by writing to us at the address in paragraph 1 above. Please allow at least ten business days to receive and process your request.

27. Unless you have elected to receive other kinds of correspondence from us, your consent to be contacted by email applies only to correspondence regarding your monthly parking account. You may elect to receive notice of special offers and other promotional materials by selecting the boxes under "Account Information and Email Preferences" when you create your customer profile at sign-up, or subsequently by accessing your customer information under the "Account Maintenance" menu.

28. To withdraw your consent for use of your email address, or to update your email contact information, please send an email message to us via the customer service portal on our website, or by writing to us at the address below. Please allow at least ten business days to receive and process your request.

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29. There is no charge applied for requests for paper copies of this Agreement or documents regarding your account that have been generated electronically.

30. To use our on-line monthly parking system to sign up for parking and access and print your account information, your minimum system requirements are: an Intel Pentium III 300 MHz or equivalent personal computer with SVGA (800X600) display resolution, Internet access and an Internet Email Address. One of the following Internet browsers is also required: Microsoft Internet Explorer 5.5 service pack 2 or better, Fire Fox version 1 or 2 or Safari for Mac. Other browsers may function correctly, but are not specifically supported.