



**GARAGE  
AT  
POST  
OFFICE  
SQUARE**

Zero Post Office Square  
Boston, Massachusetts 02109  
TEL 617-423-1430  
FAX 617-423-2141  
www.posquare.com

**THE OVERNIGHT  
PREFERRED CARD  
PARKER  
INFORMATION  
FORM**

Name of Cardholder: \_\_\_\_\_  
LAST FIRST MIDDLE INITIAL

Home Address: \_\_\_\_\_  
STREET  
CITY STATE ZIP

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
STREET  
CITY STATE ZIP

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Business Email: \_\_\_\_\_ Home Email: \_\_\_\_\_

Primary Car: \_\_\_\_\_  
MAKE MODEL YEAR COLOR STATE/LICENSE PLATE NO.

Secondary Car: \_\_\_\_\_  
MAKE MODEL YEAR COLOR STATE/LICENSE PLATE NO.

Responsibility For This Account (select one):  Company  Individual

If this is a corporate account, please complete the following: \_\_\_\_\_  
AUTHORIZING SIGNATURE

PRINT AUTHORIZING NAME TITLE PHONE

Please provide the following for automatic credit card withdrawal for Preferred Card payment:

(select one):  Master Card  VISA  AMEX  Discover

CARD/ACCOUNT NUMBER NAME AS IT APPEARS ON CREDIT CARD EXPIRATION DATE

I certify that the above information is correct as of this date, and agree to give prompt written notice of any change to the current Garage Operator, or any successor operator of the Garage. I agree that I have read, understood and will fully comply with the Terms and Conditions on the second page of this information form, and any Rules and Regulations for the Garage which may be in effect from time to time. If I have checked any of the credit card options on this form and listed a card account number, I hereby authorize Operator to charge periodically the credit card indicated for the amounts necessary to satisfy the obligations of the Cardholder listed above.

DATE SIGNATURE

Office Use Only

Card# _____	Rate _____	Effective Date _____	GM Authorization _____
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## THE OVERNIGHT PREFERRED CARD

### *Terms and Conditions*

1. **Payments.** The Cardholder shall pay the monthly parking fee for its monthly parking pass ("Card") for each month during the term of this Agreement, on or before the last calendar day of the preceding month. Monthly parking fees are established by the Operator and are subject to change (Operator will give Cardholders as much advance notice of change as is practicable). All payments will be in cash or by check or money order payable to Garage At Post Office Square. A charge may be assessed for any check returned unpaid.
2. **Parking.** Timely payment of the monthly parking fee shall grant to the Cardholder the right to park a vehicle in the Garage during the applicable calendar month. Such right shall be a license to park only; no bailment, lease, easement, or other grant of an interest in real property shall be created. Neither the owner of the Garage nor the operator shall 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. In the event that the Garage is unexpectedly closed or parking is unavailable for any reason, the Cardholder shall be entitled to a refund of a pro rata portion of its monthly parking fee, but Post Office Square Redevelopment Corporation (the "Corporation") will not be responsible for any losses or other damages incurred by any party by reason of a Cardholder's inability to use the Garage. The Cardholder agrees to use the Garage in a safe and lawful manner and in accordance with any rules and regulations adopted for the Garage. The Overnight Preferred Card is a limited use pass allowing weekday access after 3:30 pm until 8:00 am the following day and all day Saturday and Sunday. Any vehicle entering the garage before 3:30 pm or remaining in the garage after 8:00 am on a weekday, will be charged full transient rates, also known as the posted rates at Garage At Post Office Square, for the entire duration of its stay.
3. **Lost Cards.** In the event a Card is lost or stolen, the Cardholder shall immediately notify the operator and complete a lost or stolen card report form, and upon submission of this form to the Operator, the Card may be deactivated to prevent re-use. The Cardholder will be solely responsible for any unauthorized use of a Card prior to submission of a lost or stolen card report form. A lost, stolen or damaged Card will be replaced promptly upon submission of the form and payment to the Operator of a replacement fee established from time to time by the Corporation. All Cards shall remain the property of the Corporation.
4. **Termination.** The Card and the Cardholder's monthly parking rights may be terminated by either the Cardholder or the Garage owner upon not less than thirty (30) days prior written notice to the other. In addition, the owner may immediately terminate the monthly parking rights without notice to the Cardholder if the Cardholder fails to pay the monthly parking fee on or before the first calendar day of the applicable month, or fails to comply with any of these terms and conditions. Any termination for nonpayment or non-compliance with these terms and conditions shall not excuse the Cardholder from its obligation to pay unpaid monthly parking fees, including the fee for the month in which the termination occurs.
5. **No Assignment.** The Cardholder may not assign, transfer or resell the Card or any parking privileges associated therewith.
6. **Limitation of Owner's Liability.** The Cardholder agrees that its remedies hereunder shall be limited solely to the interest of the owner of the Garage, and shall be further limited to the amount of the monthly parking fee, so that no other property or asset of the owner or the owner's principals or any individual manager, partner, shareholder, officer, director, trustee, employee, or beneficiary of the owner or lender to the owner shall be subject to any liability hereunder.
7. **Insurance and Indemnity.** The Cardholder shall maintain customary automobile insurance covering any vehicle it may bring to the Garage. The Cardholder agrees to indemnify and save harmless the owner, its principals, officers, shareholders, directors, trustees and employees from and against all claims against such parties arising from any act, omission or negligence of the Cardholder.

I certify that I have fully read and understand the above listed terms and conditions for The Overnight Preferred Card.

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DATE

SIGNATURE

This page labeled The Overnight Preferred Card *Terms and Conditions* is the second page of a two-page document labeled The Overnight Preferred Card Parker Information Form. Without submission and full execution of both pages, the document is considered incomplete and therefore, null and void.



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THE OVERNIGHT  
PREFERRED CARD  
ADDENDUM  
TO TERMS AND  
CONDITIONS

# Premium Overnight Preferred Card Promotion

## THE OVERNIGHT PREFERRED CARD

### Addendum to Terms & Conditions

For Preferred Cardholders that are Participants in Premium Overnight Promotion

The following is in addition to and is not a replacement of, nor overrides The Overnight Preferred Card *Terms and Conditions*, unless otherwise indicated below.

1. Preferred Cardholders who are participants in the Premium Overnight Promotion are required to pre-pay 12 months of overnight parking at current market rate. Prepayment must be received before the Cardholder will be issued a Card. This prepayment will allow the Cardholder to have access to the facility at any time within the designated hours of the Overnight Preferred Card program, for a period of 12 consecutive months.
2. The Cardholder agrees that any pre-payment is not refundable for cash or any other item, regardless of whether the Cardholder elects to use the Overnight Preferred Card during the term for which the pre-payment was made. The Cardholder waives its right to terminate this agreement set forth in Item #4 (Termination) of The Overnight Preferred Card *Terms and Conditions*.
3. At the end of 12 consecutive months, the Cardholder has the option of continuing use of the Overnight Preferred Card and to make monthly payments on or before the first of each month for the use of the Card or to terminate their account. Please indicate which option you would like to select:
  - Please terminate my Overnight Preferred Card account effective the first day of the month immediately following the 12th month of pre-paid parking.
  - At the end of the 12-month pre-payment period, I would like to continue to use my Preferred Card for overnight parking and to be charged the then market Overnight Preferred Card rate and to make monthly payments on or before the first of each month.

By signing below I agree to the terms and conditions for the Overnight Preferred Card as stated on the Overnight Preferred Card Parker Information Form and to the terms and conditions outlined in this Addendum. I also agree to participate in the Preferred Card Premium Overnight Promotion.

I certify that I have fully read and understand the above listed Addendum to terms and conditions for The Overnight Preferred Card.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

This page labeled The Overnight Preferred Card *Addendum to Terms and Conditions* is a single page Addendum to a document labeled The Overnight Preferred Card Parker Information Form. Without submission and full execution of this document and an Overnight Preferred Card Parker Information Form, this document is considered incomplete and therefore, null and void.

Office Use Only

Preferred Card Number \_\_\_\_\_

12-Month Rate Due \_\_\_\_\_ GM Authorization \_\_\_\_\_