



GARAGE
AT
POST
OFFICE
SQUARE

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

THE NIGHT OWL
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: _____

Cell Phone: _____ Fax Number: _____

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

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

Fleet Account Parking Coordinator: _____
Company: _____
Mailing Address: _____
Telephone Number: _____

Automatic Credit Card Withdrawal (select one): Master Card VISA AMEX Discover

Credit Card Type (select one): Personal Corporate

CARD/ACCOUNT NUMBER EXPIRATION DATE
NAME AS IT APPEARS ON CREDIT CARD
NAME OF BUSINESS (IF CORPORATE CARD):

Billing Address: _____
STREET
CITY STATE ZIP

Debit Amount: \$90. Automatic Withdrawal Amount: \$90.

I would like to receive a monthly Night Owl Card activity statement: Yes No

Email Address: (Where your monthly statements will be sent.) _____
Monthly statements will be sent to the above provided email address on or about the first of each month. Please print legibly to ensure receipt of your statements.

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 listed a credit card account number above, I hereby authorize Operator to charge the credit card indicated in the amount of the Debit Amount (as defined in the Terms and Conditions) each time the outstanding balance in my Night Owl Card account is equal to or less than 100% of the Maximum Daily Rate. To cancel this automatic credit card withdrawal, I shall complete the cancellation form (which may be obtained from the Garage Office or online at www.posquare.com) and submit it to the Operator at least thirty (30) days in advance.

DATE SIGNATURE

Office Use Only
Card# _____ Rate _____ Effective Date _____ GM Authorization _____

THE NIGHT OWL CARD™

Terms and Conditions

1. **Payments.** The Night Owl Card ("Card") is a debit card used for parking at Garage at Post Office Square. Upon each payment made by the Cardholder, or in the case of a fleet account, each payment made on behalf of the Cardholder(s) using a fleet account, Post Office Square Redevelopment Corporation (the "Corporation") will credit the Cardholder's account or the fleet account, as applicable, by an amount (the "Credit Amount") which may be larger than the amount of the payment (the "Debit Amount"). The difference between the Debit Amount and the Credit Amount (the "Discount") may be changed from time to time by the Corporation. All payments will be in cash or by check or money order payable to the Garage at Post Office Square or, if the Cardholder has authorized the Operator to charge the Cardholder's credit card, by automatic credit card withdrawal. A charge may be assessed for any check that is returned unpaid, or for any automatic credit card withdrawal that is denied.
2. **Parking.** The Cardholder shall present a Card upon entering and exiting the Garage, and the Corporation shall deduct the appropriate parking charges from the Cardholder's account or the fleet account, as applicable. The parking charges applicable to the Cardholder shall be those charges applicable to the general public, except that the maximum parking charges payable by the Cardholder for the use of the Garage during any one calendar day (regardless of the number of entries and exits) shall be the posted maximum daily amount charged to the general public from time to time ("Maximum Daily Rate"). However, the Card cannot be used in conjunction with other discounts or discount coupons. The Corporation may (but shall not be required to) permit the Cardholder to incur parking charges in excess of the outstanding balance in the Cardholder's account or the fleet account, as applicable. If the Cardholder has not authorized the Operator to make automatic credit card withdrawals, the Cardholder promptly shall make payment or cause payment to be made to the Corporation to restore a positive balance to the Cardholder's account or the fleet account, as applicable, and will refrain from using the Card until a positive balance is restored. If the Cardholder has authorized the Operator to make automatic credit card withdrawals, such withdrawals shall be made in accordance with the provisions of this Information Form and these Terms and Conditions. The Cardholder agrees to use the Garage in a safe and lawful manner and in accordance with any rules and regulations issued by the Corporation. The Corporation has established a policy that all Cardholders will be accommodated even though the Garage may be posted as "full"; however, in no event will the Corporation be responsible for any losses or damages incurred by any party by any reason of the Cardholder's inability to use the Garage.
3. **License to Park.** Timely payment of parking fees shall grant to the Cardholder a license to park in the Garage; no bailment relationship shall be created. Neither the Corporation 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 any injuries suffered by any person while using the Garage. Only one parking pass shall be issued per vehicle. Any violation will result in termination of parking privileges.
4. **Lost Cards.** If a Card is lost or stolen, the Cardholder shall immediately complete a lost or stolen card report form, and upon submission to the Operator, the Card may be deactivated to prevent re-use; prior to submission of such form, the Cardholder will be solely responsible for any unauthorized use of a Card. 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.
5. **Expiration, Termination.** If a Cardholder makes or authorizes no payment to its account for one year, or if no payment is made or authorized to a fleet account for one year, the Card shall expire. **No refunds of an unused Credit Amount shall be available at any time**, except as provided in the next sentence. The Corporation may terminate the Card at any time upon sixty (60) days notice to the Cardholder, and promptly after surrender of the Card, a Cardholder having its own account and not a fleet account, shall be entitled to a refund in the amount of the unused Credit Amount less the Discount applicable at the time of the Cardholder's most recent payment; provided, however, that any payment made by way of an automatic credit card withdrawal, or **any Credit Amount resulting from an automatic credit card withdrawal, shall not be refundable or redeemable**, and shall only be applied as payment to the Corporation for parking charges incurred by the Cardholder for use of the Garage. In addition, the Corporation may terminate the Card immediately without notice in the event that the Cardholder fails to comply with any of these Terms and Conditions.

INITIAL HERE

INITIAL HERE
6. **No Assignment.** The Cardholder may not assign, transfer or sell the Card or any parking privileges associated therewith.
7. **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.
8. **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 Night Owl Card.

DATE

SIGNATURE

This page labeled The Night Owl Card *Terms and Conditions* is the second page of a two-page document labeled The Night Owl Card Parker Information Form that has been printed via the Internet. Without submission and full execution of both pages, the document is considered incomplete and therefore, null and void.