

Philadelphia International Airport Employee Parking Lot Rules and Regulations

TERMS AND CONDITIONS

- a) This Agreement is a license, which authorizes you to park and lock your vehicle in a designated area at your sole risk. The City does not guard against or assume care for fire, theft, damage or loss to Owner's vehicle.
This Agreement grants only a license to park and no bailment is created.
- b) No employee of the Airport may waive the terms of this Agreement.
- c) Employees are not entitled to the use of a specified or assigned space, and must be parked in a marked space. Only vehicles displaying a valid state approved license plate or permit bearing the handicapped insignia will be allowed parking in the handicapped zones.
- d) Employees/ Vehicles are prohibited from parking in this lot for more than fourteen (14) consecutive days. Parking privileges are not to be interpreted as the right to store a vehicle at the location indefinitely.
- e) No solicitation.
- f) Owner and all persons in Owner's vehicle must act in a lawful, reasonable, and proper manner at all times in and about the facility and must obey all posted regulations.
Any failure will result in immediate termination of Employees parking privilege.
- g) Employee must pay **\$30.00** for each lost or damaged access card.
- h) **Parking Access Cards (PAC) will be deactivated if an Employee has been terminated, suspended and or has violated the terms and conditions of this agreement. (All Parking Access Cards (PAC) must be returned at termination or by request. Unreturned Parking Access Cards (PAC) will be subject to a fine of up to \$150.00.)**
- i) This is a contract and parking privileges may be terminated by the City at any time.
- j) The use of the Employee Parking Lots is intended for the use of Airport employees only. Misuse of Parking Access Cards (PAC) will result in termination of parking privileges.
- k) This Agreement is terminable immediately without notice for cause.

ACCESS CARD USAGE

- a) Use of any Parking Access Cards (PAC) issued to you by the City bind(s) you to the Terms and Conditions of this Agreement.
- b) Your Parking Access Cards (PAC) may only be used by you and only on the vehicle(s) specifically listed on this account.
- c) You must approach and pass through the readers and enter PHL's Employee Parking Lots system and obey all traffic rules, signs and Airport Rules & Regulations, and otherwise follow all of the City's policies and procedures.
- d) You may not assign the obligations or benefits of this Agreement. The Parking Access Cards (PAC) is and shall remain at all times the property of the City.
- e) You must surrender your Parking Access Cards (PAC) immediately upon the City's request.
- f) Your compliance with all local, state and federal vehicle laws and regulations, and with the Rules & Regulations, together with the maintenance of your parking account in good standing, allows your vehicle(s) to operate on the Employee Parking Lots at the Airport.

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LOST/STOLEN, DEFECTIVE & MALFUNCTIONING TRANSPONDERS

- a) Visit the Customer Care Center, call (215) 937-4054, or email us at PHLemp.parking@parkwaycorp.com of theft or possible unauthorized use of your access card. At the City's sole discretion, you will not be liable for unauthorized use of your access card after the City receives notice from you of loss or theft.
- b) If your access card fails to work for reasons other than abuse or improper use, which shall be determined in the City's sole discretion, and the Parking Access Cards (PAC) are returned to the City, the access card will be replaced at no extra charge to you.
- c) If you damage, transfer, break, tamper with, and or otherwise attempt to disable or block the reading of the access card, then the City may revoke access to the Employee Parking Lots as set forth in the Terms and Conditions.

DISCLAIMER

- a) To the extent permitted by law, the City expressly disclaims any representation of warranty, expressed or implied, relating to the Parking Access Cards (PAC) including, without limitation, any implied or expressed warranty or merchantability, fitness for a particular purpose or conformity to models or samples. Nor is the City liable for any third party action taken by reason of your use or display of the Parking Access Cards (PAC). You agree to indemnify the City and hold the City harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the Parking Access Cards (PAC).

TERMINATION

- a) You may terminate this agreement at any time by returning your Parking Access Cards (PAC) to the City in good working condition (except for normal wear). You must return any Parking Access Cards (PAC) in the event that you cease to work at the Airport. Parking Access Cards (PAC) should be returned to the Customer Care Center in person or by certified mail. Parking Access Cards (PAC) will remain property of the City under all circumstances. Upon termination and return of your Parking Access Cards (PAC), your account will be closed in good standing. You agree that the City may suspend or terminate your parking privileges at the Airport and terminate your parking Account for improper use as set forth herein and in the Terms and Conditions, as they may be amended from time to time.

MODIFICATION

- a) The City may change the Terms and Conditions at any time. You will also be bound by any revised Terms and Conditions, which are available for review at the Customer Care Center; a copy of the revised Terms and Conditions (if any) will also be emailed to you upon request. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

NON-DISCLOSURE

- a) Employee account information will not be disclosed to third parties without your consent except as permissible or required by law.

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GOVERNING LAW

- a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the choice of law doctrine thereof, and any claims made or legal actions filed hereunder shall be made in the City of Philadelphia, Philadelphia County. Notwithstanding the immediately foregoing, in the event that this Agreement (or portions thereof) are held to be invalid, void, unenforceable, then such remaining provisions of this Agreement or portions hereof shall remain in full force and effect. In the event that any provision(s) of this Agreement conflict(s) with any applicable laws and/or regulations either now or hereafter enacted, then any affected provisions of this Agreement shall thereby be considered subordinate to such laws and/or regulations and you agree to abide by such laws and/or regulations.

INQUIRIES AND CORRESPONDENCE

- a) Please send all account inquiries and general correspondence to the PHLemp.parking@parkwaycorp.com or you can visit the Customer Care Center at the following address: Philadelphia International Airport, Terminal A East, Baggage Claim Building, Philadelphia, PA 19153. Telephone inquiries may be made by calling (215) 863-4054.

CUSTOMER CARE CENTER

- a) The Customer Care Center is open 24 hours per day, 7 days per week, 365 days per year. To establish a parking Account, visit the Customer Care Center or <https://parkway.mgzepphire.com/parkerportal/logon.aspx> 7 days per week. For information on your existing parking Account, you may visit or call the Customer Care Center at any time.

CUSTOMER AGREEMENT

Your completion of this application, submission of all required documents, items, and fees, and signature below, together with the Terms & Conditions contained with this application, constitute an agreement ("Agreement") to use the Airport's Employee parking lots and Parking Access Cards (PAC) issued to you are subject to the Agreement and Philadelphia International Airport's Rules & Regulations ("Rules & Regulations"), as they may be amended from time to time. You understand that proper use of the Parking Access Cards (PAC) and maintaining your employee parking account in good standing will afford you a non-exclusive and revocable license to use Philadelphia International Airport's Employee Parking lots. You further agree that you have read, understand, and accept the Terms & Conditions set forth herein. By signing this application, you certify that you are the true and correct applicant whose name appears on this application, and further that you are authorized to execute this agreement. This Agreement is not effective unless accepted by the City or its authorized representative.