eParkElite Application Form

Minneapolis-St. Paul International Airport
4300 Glumack Drive, Ste. LT-3129B
Saint Paul, MN 55111
Office 612-726-5650 : Fax 612-726-5728
eParkElite@mspmac.org

*Asterisks indicate required fields

Company Name
_____

*Contact First Name _____ MI _____ *Last Name _____

*Address 1 _____ Apt/Unit/Suite _____

Address 2
_____

*City _____ *State _____ *Zip Code _____ - _____

*Home or Business Phone ____-_____-_____ Cell Phone ____-_____-_____

Email Address
_____

By submitting this application, I hereby agree that my participation in the eParkElite program is subject to the eParkElite Parking Agreement on the back of this document, as amended from time to time.

_____ Signature

_____ Date

Office Use Only

Account # _____

Date Opened: _____
Processed by: _____

ZipPass # _____

Date Closed: _____
Processed by: _____

eParkElite Parking Agreement

By submitting an application for an eParkElite account, you agree to the following terms:

1. General

This Agreement ("Agreement") with the Metropolitan Airports Commission ("MAC", "we", "our" or "us"), together with any Amendments, allows the person named and his or her agents ("you" or "your") to use the eParkElite Parking Lots and pay fees and other charges using an eParkElite ZipPass ("ZipPass"). This Agreement confers only a license; ZipPasses and all other rights remain the property of MAC. You agree: to pay fees and other charges charged to your account ("Account"); to safeguard and use your ZipPass in accordance with instructions provided to you in your ZipPass package and other materials and/or information provided from time to time; to obey all applicable laws and regulations; to promptly review your statement and notify us if you have any questions regarding any charges (charges not questioned within 30 days after the statement is posted on the ZipPass web site are non-negotiable); to promptly notify us of any changes to your name, address, phone number, and bank card number and expiration date; and to have your ZipPass properly mounted and visible to MAC or other enforcement officials at all times while in the eParkElite parking facilities .

2. Payments, Minimum Balances, Fees and Charges

You agree to pay Terminal 1 – Lindbergh self payment rates for each parking visit, a $20 per ZipPass activation fee; and a $65 per account monthly fee. You authorize us to automatically charge your bank card on file on the 1st of every month. These recurring charges will continue until you notify us in writing that you wish to terminate this Agreement. If you fail to keep a valid bank card associated with your Account, you agree that we may deactivate your ZipPass and/or close your Account and that any further use of the eParkElite Lots or other use of your ZipPass after such deactivation or Account closure will be treated as theft of services, subject to all applicable fees as established by MAC. You acknowledge that if you do not comply with one or more of your responsibilities under this Agreement, MAC will incur costs to secure your compliance. You agree to reimburse MAC for all of its costs incurred in securing your compliance or enforcing your obligations under this Agreement, including fees and administrative charges for such matters as notifying you of fee violations or ZipPass failures.

3. ZipPasses

If a ZipPass fails to operate for reasons other than abuse or improper use, return it to us and we'll replace it at no charge. If a ZipPass is lost, stolen or fails to operate due to abuse or improper use, we will provide a replacement for $20. Please notify us immediately if your ZipPass is lost or stolen or if you suspect it is being used without permission. You won't be liable for any unauthorized use of your ZipPass that occurs after such notification.

4. Termination

Either party may terminate this Agreement at any time by giving written notice to the other party. If we request or you elect to terminate this Agreement, return all ZipPasses to us in good condition and we'll process a final billing/payment cycle and close your account. Bank card customer refunds will be processed as a credit toward the bank card on file approximately thirty-five (35) days from receipt of ZipPass. If your bank card on file is declined when we process your payment, you'll remain liable for such amounts, and may become liable for attorneys' fees, service charges, fines and penalties in accordance with applicable law if such unpaid charges are not promptly paid.

5. Changes

We have the right to change the terms of this Agreement and our policies, and other terms and conditions at any time by placing written notice in the U.S. Mail or electronically sending an email to the addresses listed on your Account, or posting notice on our web site, . All such changes will be effective and binding on you unless you terminate the Account and return the ZipPass(es) prior to the effective date of the change(s). Fee schedules subject to change without notice.

6. Limited Warranty

If you are dissatisfied with any service provided by MAC, simply return all ZipPasses to the eParkElite Customer Service Center at the address on the top of page 1 of this form, and we'll process a final billing/payment cycle and close your account.

7. Release and Indemnity

You acknowledge that we have not made, and we expressly disclaim, any representation or warranty, express or implied, relating to the eParkElite Parking Lots or any ZipPass (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose), other than the limited warranty described in Section 6. Neither MAC nor its agents shall have any obligation or liability to you with respect to your use of the eParkElite Lots or any ZipPass, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from MAC and its agents shall be the limited warranty described in Section 6. You further agree to indemnify, protect and hold harmless MAC and its agents from liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with your use of the eParkElite Lots or any ZipPass.

8. Governing Law

This Agreement is governed by the law of the State of Minnesota.

9. Data Privacy Notice

MAC is asking you to provide the data on this application form in order to process your request for a ZipPass. MAC and/or its contractor will use the data to set up a financial account, whereby the transaction using an eParkElite ZipPass will automatically record a specific ZipPass usage and effect a financial transaction to MAC. MAC or its contractor may use the data you provide for: enforcement of invalid accounts; market research or customer service purposes related to this program; and to prepare summary financial reports and analysis that do not identify you, to conduct traffic research and customer analysis to evaluate the eParkElite system. MAC or its contractor will not market the data you provide. You are not legally required to provide the data but if you do not supply the data, MAC will not be able to process your application. The data you provide may be released in the following ways: to internal, federal, other auditors and to MAC legal advisers; if a court order requires us to release data about you, we must release it; if Congress, or the Minnesota Legislature passes a law that authorizes or requires a new use or new purpose; or if you ask for the data, we must give it to you. We cannot release the data you provide to anyone else, or for a purpose not listed above, unless you give us permission by completing a consent form provided by MAC.