



MARC BWI GARAGE
2 Amtrak Way
Linthicum Heights, MD
21090

p. (410) 859-1013

CommuterDirect.com Customer:

Commuterdirect.com customers who are entitled to free parking will need to email the attached Monthly Parking Application to Marquez Hood, MHood@lazparking.com, or Adiam Tewolde, atewelde@lazparking.com, two days prior to their initial parking date, to allow for processing. Customers needing an access card may pick up their card **after 3 p.m. on the second business day of the month** in which parking starts. Your pass will be located in the "Garage One" parking booth, with the attendant, along with a list of terms for the BWI MARC garage. A card activation fee of \$20 (non-refundable) must be paid by check or money order at time of pick-up. Free MARC parkers are only entitled to free parking for the months that they purchase a monthly train ticket through CommuterDirect.com.

MARC, CommuterDirect.com, and LAZ Parking offer a free parking program for customers who purchase **a monthly MARC ticket through CommuterDirect.com's ticket-by-mail program, only for monthly MARC tickets that originate from the BWI MARC station.** Customers must purchase their tickets no later than the 2nd business day of each month, by 9:30 a.m., in order to receive free parking at the BWI MARC station. **If your ticket is not purchased by the 2nd business day, before 9:30 a.m. you will be required to pay the daily parking rate.**

If you have questions or concerns, please contact:

CommuterDirect.com Monthly BWI Parking Program

Phone: 703-228-7433

Email: questions@commuterdirect.com

Website: www.commuterdirect.com

LAZ Parking accounts questions or payments

Phone: 443-255-7477

Email: MHood@lazparking.com

Website: www.lazparking.com

Questions about access cards

Phone: 410-859-1013

Email: MHood@lazparking.com

For parking garage questions, call

410-859-1013



FOR OFFICE USE ONLY
 Account# _____
 Date Issued _____
 Access Card # _____
 Payment Method _____

MONTHLY VEHICLE PARKING LICENSE AGREEMENT (“Agreement”):

Customer (hereinafter, “You”) agrees to complete all requested information, sign, and date and return this form immediately to LAZ Parking Marc Train Station, and agrees to and accepts the following terms and conditions:

Parking Facility Name/Address: Marc Rail Station –BWI Airport 770-123 **Starting Date:** _____

Customer Name _____ **Billing Address** _____
 (Street) (City) (State) (Zip Code)

E-Mail _____ **Access Cards Requested:** YES I need one
 (1 per Train Pass Purchase) No I have one

WORK PHONE / **MOBILE PHONE** _____

Vehicle Information: Lic.Plates _____ **Make** _____ **Model** _____ **Color** _____ **My Pass # to reactivate is** _____

Activation Fee: \$20.00 via check or money order made payable to LAZ Parking, Mid-Atlantic. This will be collected at time of pass pick up.

1. Monthly Fee. A monthly license fee (inclusive of sales taxes, if applicable) is charged for each vehicle parking at the parking facility during each month. This is a self-park facility and a park at your own risk, LAZ Parking reserves the right to increase the monthly license fee, at any time, upon at least thirty (30) days advance notice.

2. Access Card. Your access card may be used for the entrance and exit of your vehicle only. If violation of this policy occurs, the daily maximum rate will be charged on the first offense; future violations will result in immediate termination of the parking privileges. Your parking pass is set up on anti-pass back which means once the card is used at the entrance the card must exit before the card can be used to re-enter again (ie. Your pass can only be used once in each direction). The Monthly Parker must use their pass card each time entering and exiting the facility. If the card is not used to enter the facility and a ticket is pulled from the ticket dispenser the Monthly Parker will be required to pay the full value of the parking ticket.

3. Ingress/Egress. This Agreement provides you with 24 hours 7 days a week In & Out access to the parking facility.

4. Payment Terms. Monthly rate for parking is paid through the Commuter Direct website and must be received by the 2nd of each month by 9:30am to be eligible for free parking at the BWI Marc Garage. Any monthly parking purchase after that date through Commuter Direct will be subject to the daily garage rate for parking.

5. Access Card; No Bailment. If a monthly access card is supplied by LAZ Parking (One permit per vehicle), it must be used while in the parking facility. No tickets may be pulled and signed out as a monthly parker for a no charge rate. Prevailing daily parking rate will be charged when the card is not used and a daily ticket is pulled. LAZ Parking will endeavor to provide your access card within two business days after execution of this Agreement. You understand that you are only purchasing a license to park and that, irrespective of LAZ Parking taking possession, dominion and control of your car, NO BAILMENT IS HEREBY CREATED. By execution of this Agreement, you and LAZ Parking agree that this relationship is defined as Licensor-Licensee and NOT Bailor-Bailee and, as such, no presumption of negligence shall be held as against LAZ Parking in a court of law. In the event of loss, theft or damage to your vehicle, you will retain the burden of proving negligence as against LAZ Parking. In the event that you desire to engage LAZ Parking as Bailor-Bailee, you shall be required to pay an additional fee, acknowledgement of which shall be evidenced in writing.

6. Parking Access Card Limitations. The access card is valid ONLY during the month of which the commuter direct parking pass is purchased and ONLY for the facility at which it was issued. A new commuter direct monthly train ticket must be obtained by the second business day of each month by 9:30am to receive free parking privileges at the Marc Train Garage. Vehicles with invalid commuter direct monthly passes will be charged the daily rate. Refunds will not be issued. Permit is not transferable.

7. Parking Spaces. The monthly parker must park in between the parallel lines of a parking space. Cars parked outside of the parallel lines will be subject to a ticket and tow. The parking operator will provide a space to enable the monthly parker to park their auto mobile in the garage, but the monthly parker shall not be entitled to a specific space within the facility. The parking operator will provide a parking space for the monthly parker at all times of the day or night, but the parking operator shall not be liable to refund any portion of the monthly amount payable nor beach of this agreement, if the facility should become filled to capacity.

8. Customer Responsibility. LAZ Parking, the owner or manager of the parking facility, and each of their employees, contractors, parent companies, subsidiaries and affiliates (“LAZ Parking Parties”) are not insurers, and shall not be responsible for any vehicle loss, collision, fire, theft, accident, loss or damage to the vehicle or its contents or for any other damage to you or your property. In no event will LAZ Parking Parties assume liability for damage or injury sustained through faulty brakes or other vehicle equipment failure, your failure to set brakes properly or for improper

vehicle maintenance. However, LAZ Parking shall be responsible for such loss or damage only if it results from LAZ Parking’s gross negligence or the gross negligence of LAZ Parking’s employees, occurring within the scope of their employment, to the extent that it is responsible under the law; but LAZ Parking does not waive any defenses to such claim including, but not limited to, contributory negligence, comparative negligence or any other defense or remedy available under the law.

9. Default. If you shall be in default for a period of five (5) days for non-payment of parking charges or charges for other supplies or services furnished to such vehicle by LAZ Parking, LAZ Parking is authorized at its option to place your vehicle on a transient ticket basis; to immobilize the vehicle (at your expense) and/or to open the vehicle to secure it or transfer it; to hold the vehicle and/or transfer such vehicle to another location with you remaining responsible and liable for all parking fees at such location, or to a location authorized and/or designated by applicable law at your expense and you are responsible for any damage to vehicle in relocation and/or securing the same. If your default for non-payment as set forth above shall continue for a period in excess of ten (10) days, then, and in such event, LAZ Parking may, at its option, charge interest on the amount owed, such interest to be set at the highest legally permitted rate as designated by applicable law, said interest to commence on the first day of the month for which charges have not been paid.

10. Termination. Unless otherwise noted your parking pass will be terminated at the end of the month of purchase from commuter direct..

11. Return of Access Cards. All access cards and permits must be returned to LAZ Parking on your last day of parking. You must obtain a dated receipt upon the return, which includes all tag numbers, access card numbers returned. The receipt must be signed by LAZ Parking employee accepting the items.

12. Multiple Parking Spaces. Only 1 monthly parking card is licensed by a customer, this Agreement shall apply to all such parking cards, and you agree that all of the terms and conditions of this contract shall be binding upon you and all persons, firms, entities and others using said parking permits with your permission, proper identification and notice to LAZ Parking.

13. Payment Options. Card Activation Fee of \$20.00 must be paid at time of card pick up in the form of a \$20.00 check or money order made payable to LAZ Parking.

14. Vehicle Repairs; Towing. No vehicle repair is allowed inside the parking facility. You must notify the manager of the parking facility if your vehicle is being towed out. Tow trucks will be charged the rate of their ticket if pulling on site for a customer repair.

15. No Vehicle Storage. No vehicles are allowed to be stored in the parking facility for more than 5 consecutive business days without exiting the facility. In case of such occurrence, the manager of the parking facility must be notified. Any vehicle stored in the parking facility over 5 days without notification is subject to towing at the vehicle owner’s expense.

16. No Changes. Parking facility managers, cashiers, and attendants are not authorized to make or allow any exceptions or changes to this agreement or terms hereof.

17. Parking Facility Rules: In addition to the rules indicated in the Agreement hereby, you agree to adhere to the regulations of the parking facility, such as hours of operation, rate structure, speed, payment options, etc. Failure to comply with any such terms may result in the immediate termination of this Agreement and forfeiture of the monthly license fee paid for such month.

18. State and Local Laws: Applicable State and local laws and parking terms per building lease agreements may supersede one or more of the provisions contained herein.

19. Paragraph Headings: Captions or paragraph headings used in this Agreement are inserted for identification only, and shall not govern the construction, nor alter, vary or change any of the terms, conditions or provisions of this Agreement or any paragraph hereof.

CUSTOMER AGREES TO AND ACCEPTS ALL THE TERMS AND CONDITIONS HEREOF, AND RELEASES CPS FROM ANY AND ALL LIABILITY ARISING FROM CUSTOMER’S USE OF CPS’ WEBSITE. Customer will notify LAZ Parking if there are any changes in the completed information above, including, but not limited to, billing address, phone number(s), employer, vehicle type, license plate, etc.

Customer Signature _____ **Date** _____