Boston Logan International Airport

Reserved Parking Express

Terms and Conditions

Thank you for visiting the Boston Logan International Airport ("Logan Airport") Reserved Parking Express website. The Massachusetts Port Authority ("Massport") provides an online parking reservation system by which you may reserve parking, in advance, at the Logan Airport parking garages and certain lots (collectively, the "Parking Facilities"). This document sets forth the Terms and Conditions that apply to those using the Logan Airport Reserved Parking Express system to reserve time and park at one of Logan Airport's Parking Facilities. Your access to, and the use of, this website and the services and products found herein are subject to these Terms and Conditions. Please read these Terms and Conditions carefully. These Terms and Conditions may be revised, from time to time, without notice.

BY ACCESSING THIS WEBSITE OR USING THIS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

REFUND POLICY

Cancellations made at least one (1) hour before your reservation entry time will receive a full refund.

There will be no refunds for cancellations or changes made less than one (1) hour before the reservation entry time. No refunds will be given for unused reservations not cancelled in accordance with these Terms and Conditions.

All refunds will be issued to the credit card used at the time of the reservation. (No Exceptions.)

No refunds will be provided for trips that are shorter than the period of time reserved online.

Parking in excess of the reservation period will be charged at posted parking rates and will require additional payment on exit.

1. Eligibility:

This website and the services and products found herein are available only to users with legal capacity to enter into binding contracts under applicable law. By using the service or the website, you represent and warrant that you are 18 years of age or older and that you are fully able to enter into, and abide by, all of these Terms and Conditions.

2. Changes:

Rates, fees, and any portion of these Terms and Conditions are subject to change. If and when these Terms and Conditions are amended, they will be posted on this website. Please ensure that you check the most current Terms and Conditions at the time you make your reservation and/or prior to entering into any of the Logan Airport Parking Facilities.

3. Online Reservation Booking System:

Massport does not guarantee that all parking products will be available at all times via the online reservation system, nor does it guarantee a specific parking space.

When you have submitted a request using the online reservation form at https://park.massport.com you will receive an email confirmation of your reservation and a receipt of payment. Your reservation is not complete until such time as the reservation confirmation is received.

Massport reserves the right to limit the number of reservations per person and per Parking Facility and/or the number of parking spaces and products available for reserving via the online reservation system.

- 1. Reservations are available on a first come, first serve basis and are subject to availability.
- 2. Reservations for less than 24 hours are subject to a full daily rate charge.
- 3. Your credit card is charged when you submit your reservation online.
- 4. If you park in excess of the parking reservation period, you will be charged for the excess time at the posted parking rates.
- 5. If you stay less than the parking reservation period, NO refund will be issued for unused portions of the reservation.
- 6. When your parking reservation is submitted online, the rate is secured. For this reason, your reservation rate may not be combined with any additional coupons, special offers, or other promotion when you exit the Parking Facilities.

4. Online Reservation Purchase, Price and Payment:

Reservations for parking must be must be made at least one (1) hour prior to the start of your desired entry time at one of the Parking Facilities. You may make a reservation up to twelve (12) months prior to the start of your desired entry time.

The reservation purchase price quoted by the online reservation system is fixed only when you complete your reservation. When you provide your credit card details to complete your online reservation, you are authorizing Massport to charge your credit card in the amount of the quoted purchase price.

The purchase price quoted by the online reservation system does not include any early entries or overstays (hours or days spent in excess of the reservation period whether the result of an early entry or late exit from the Parking Facility). For early entries and/or overstays, you will be charged Logan Airport's current posted parking rates at exit for any additional time in the Parking Facility.

Any vehicle left unclaimed in excess of one hundred twenty (120) days past the reservation exit date will be disposed of at public auction in accordance with Massport's Abandoned Property Policy.

5. Cancellations, Modifications, and Refund Policy:

Cancellations made at least one (1) hour before your reservation entry time will receive a full refund. <u>To cancel or modify your reservation</u>, log into the parking reservation system website using your reservation sign-in credentials.

There will be no refunds for cancellations or changes made less than one (1) hour before the reservation entry time.

All refunds will be issued to the credit card used at the time of the reservation. (No Exceptions.)

No refunds are provided for trips that are shorter than the period of time reserved online.

In the event of an airline flight cancellation or delay at the beginning of your reservation period that affects your date of exit, you may contact the Logan Airport Parking Office, at the contact information below, to modify your original reservation with no penalty.

6. No Resale or Assignment of Reserved Parking Express Online Reservations:

The resale or market of any Logan Airport parking reservation, whether on its own or bundled with other services or products, is prohibited without Massport's express prior written consent. Resale will result in cancellation of the online reservation without refund. Further, you may not assign, transfer or sublease any Logan Airport parking reservation without Massport's express prior written consent.

7. Entry and Exit at Logan Airport with a Parking Reservation:

If you have a parking reservation, you should NOT take a standard parking ticket as you enter the Logan Airport Parking Facilities.

When entering and exiting the Parking Facility during your reserved visit, please place the QR code included on your confirmation document over the QR code reader on the ticket machine.

There is a grace period for entry before your reservation scheduled entry time. However, if you arrive significantly ahead of your reservation scheduled entry time, you will be charged for an overstay. Overstays must be paid before you exit the parking facility, either at a Parking Pay Station by scanning your QR code, or in a cashier lane. Overstays are charged at the current posted parking rates and you will not be entitled to a refund or credit on those charges.

8. Parking Facility Capacity:

In the extremely unlikely event that the Parking Facility where you have a reservation has been closed and we cannot locate a space in that facility, Massport will issue a full refund of your reservation charges and locate an alternative parking space for you in another facility. You will be charged the lesser of the reservation rate and the rate at the alternate Parking Facility.

9. Restrictions:

Parking of unregistered or uninsured vehicles and the repair or maintenance of vehicles in the parking area is prohibited. Further, parking of vehicles that pose any kind of hazard or contain hazardous materials is prohibited.

Vehicles must be parked in marked spaces only. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.

In the event of a breach of any of these Terms and Conditions by you, Massport may take one or more of the following actions: suspend parking privileges, issue a violation notice, or tow the vehicle at the owner's expense.

10. Oversize Vehicles:

The Logan Airport Parking Facilities utilize standard size parking spaces. The Parking Facilities have varied clearance heights and are unable to accommodate oversized or high-profile vehicles, such as recreational vehicles or campers.

11. Safety and Security:

When using the Logan Airport Parking Facilities, you must:

- 1. Comply with all laws and all other requirements relating to safety and security;
- **2.** Comply with all parking signs, no parking zones and directions issued to you by Massport;
- 3. Drive carefully and responsibly in the Parking Facilities and at Logan Airport;
- **4.** Not cause any obstructions, including parking across or occupying more than one parking space; and
- **5.** Not park in a designated handicap space without displaying a current handicap license plate or placard.

12. Limitation of Liability and Indemnity:

You agree that you are parking at Logan Airport at your own risk. To the extent permitted by law, Massport's total liability to you will be limited to a refund of the parking fee for that stay. In no event shall Massport be liable to you, or anyone claiming through you, for any direct, indirect, special, consequential or other damages (including without limitation any injury, theft of, or damage to, your vehicle, its accessories or contents, lost profits or business interruption, or damages arising from a missed flight), as a result of your use of the Parking Facilities or the Parking Reservation System.

You understand that you are only purchasing a license to park and NO BAILMENT IS HEREBY CREATED. By purchasing a parking reservation, you and Massport agree that this relationship is defined as Licensor-Licensee and NOT Bailor-Bailee.

To the extent permitted by law, you agree to indemnify Massport and hold it harmless against any claim, loss, cost, expense, damage, or liability associated with your use of the Parking Reservation System or any Massport facility, arising out of your negligence, intentional act or failure to act, or your breach of these Terms and Conditions.

13. Force Majeure:

Massport will not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions, if any, to the extent such failure is caused, without fault by Massport, directly or indirectly by: fire, explosion, cable cuts, vandalism, sabotage, flood, earthquake, elements of nature or acts of God, regional failures of electrical distribution, regional failures of telecommunications services, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or quarantines, epidemic, embargoes, security restrictions and other similar government action.

14. Collection Expenses:

You agree to pay all costs, including attorney's fees, incurred by Massport to collect any monies due under these Terms and Conditions.

15. Modification:

Massport reserves the right to change these Terms and Conditions at any time. These changes may include, without limitation, a change in any existing fees or imposition of new fees. You will be bound by the Terms and Conditions and the fees posted on the website for the Reserved Parking Express System on the day you or another person uses your Reserved Parking Express reservation.

16. Severability:

The invalidity of any individual term or terms within these Terms and Conditions shall not affect or impair any other term of these Terms and Conditions, which shall remain in full force and effect.

17. Governing Law:

The laws of the Commonwealth of Massachusetts and applicable federal law govern these Terms and Conditions. Any dispute arising under these Terms and Conditions shall be decided by a court of competent jurisdiction in the Commonwealth of Massachusetts.

18. Waiver of Jury Trial:

By accepting these Terms and Conditions, you voluntarily, intentionally and knowingly waive all rights to a trial by jury as to all claims, disputes or controversies arising out of, or relating to, these Terms and Conditions.

19. Privacy and Non-Disclosure:

In order to process a reservation, Massport will collect and store personal information which may include your name, address, phone number, email, and license plate number. Your use of the reservation system and/or the Parking Facilities indicates your consent to Massport's collection and storage of such information.

You are advised that, pursuant to Massachusetts General Laws Chapter 66, all materials received by Massport which fall within the definition of "public record" as set forth in Massachusetts General Laws Chapter 4, Section 7(26), shall be disclosed by Massport upon request. Massport, however, will seek to hold your financial or personal information in confidence, to the extent consistent with applicable law, except to:

- The financial institution(s) whose accounts you use must have certain financial information to process your transactions and to conduct business operations with Massport.
- Companies that provide Massport important services relating to the operation of the Parking Facilities. Massport requires its service providers to keep your financial and personal information confidential.

20. Inquiries and Correspondence:

You may contact personnel in the Logan Airport Parking Office at the following phone numbers:

(617) 561-1647

Or by email at:

parkingreservations@massport.com

Last Updated: September 2020