



**Gold Parking Express  
Terms and Conditions**

**Parking Card Exit Express  
Terms and Conditions**

**Boston Logan International Airport  
Gold Parking Express  
Terms and Conditions**

Please read these Terms and Conditions carefully. You agree to the following Terms and Conditions for membership in the Gold Parking Express program and use of a Gold Parking Express card. Failure to comply with these Terms and Conditions may result in suspension, revocation, or termination of your Gold Parking Express account.

Enrollment in Gold Parking Express membership is available only to users with legal capacity to enter into binding contracts under applicable law. By enrolling in a Gold Parking Express membership, 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.

BY SIGNING UP FOR A GOLD PARKING EXPRESS MEMBERSHIP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

**1. TERMS / USE OF THE GOLD PARKING EXPRESS CARD:**

- a) Your Gold Parking Express card may be used for access to the parking area(s) designated by the Authority for Gold Parking Express parking in parking garages (collectively, the “Parking Facilities”) at Boston Logan International Airport (the “Airport”).
- b) You agree to protect your Gold Parking Express card as you would your credit card.
- c) While your Gold Parking Express card is not associated with any specific vehicle, it may be used with only one vehicle at any one time. Any attempt(s) to use your Gold Parking Express card for more than one vehicle at any one time will be considered misuse of the Gold Parking Express card, and may result in the assessment of fees and charges, as well as the revocation of your Gold Parking Express card and termination of your account, in accordance with **Section 4 of these Terms and Conditions**.
- d) In order for your Gold Parking Express card to be effective, you must both enter and exit the Parking Facility using your Gold Parking Express card.
- e) If, during the time that you use the Gold Parking Express card to park your vehicle at the Airport, you lose your Gold Parking Express card, you must go to a cashiered lane, comply with all procedures for a lost ticket, and provide an alternative method of payment for your charges.
- f) If, during the time that you use the Gold Parking Express card to park, your credit card expires or is declined, you must provide an alternative method of payment for your charges such as another credit card or cash prior to exiting the Parking Facility.

- g) You may not assign your Gold Parking Express membership.
- h) The enrollment application establishes your Gold Parking Express card account with Massport and your agreement to pay all charges on the account. You recognize that by giving your Gold Parking Express card to another person, you are authorizing that individual to use the Gold Parking Express card and to incur charges for which you are liable.
- i) You shall pay all charges, fees and assessments to your credit card resulting from the use of the Gold Parking Express card by any person, whether or not authorized by you, until you report your Gold Parking Express card lost or stolen, in accordance with **Section 5 of these Terms and Conditions**.
- j) You agree to comply with all Massport rules and regulations, policies and directives regarding the use, operation and security of any Massport Parking Facility used in connection with these Terms and Conditions.

**2. ACCOUNT INFORMATION:**

- a) You agree to update your Gold Parking Express account information as it changes, including changes in address and updates to credit card account information.
- b) You agree to maintain the secrecy of your Gold Parking Express password (the “Password”). At no time will you be asked for your Password by Massport staff nor should you give it to anyone. This means that you shall:
  - 1. Refrain from writing the Password on the Gold Parking Express card or on an item kept with the Gold Parking Express card.
  - 2. Recognize that by giving your Password to another person, you are authorizing that individual to enter into Gold Parking Express transactions for which you are accountable.
  - 3. Change your Password(s) if you believe its security has been compromised.
- c) All information and notices will be sent to the e-mail address associated with your account. It will be presumed that you have received any e-mail message to the e-mail address associated with your account. You are responsible for updating all information, including your e-mail address, on your Gold Parking Express account.

**3. FEES, TERM AND RECEIPTS:**

- a) Upon completion of enrollment, your credit card will be charged a Two Hundred Dollar (\$200) nonrefundable Gold Parking Express original enrollment fee. This fee will not be returned on a pro-rated basis if you cancel your account. Your membership in the Gold Parking Express program will expire one year from the enrollment completion date. Memberships must be renewed online annually. An annual membership fee of \$100 will be charged at the time of renewal. Your account includes the option to auto-renew each

year, if you so choose. If you do not choose to auto-renew, your account will automatically be canceled if you do not renew prior to the expiration date. If you wish to re-enroll after your membership has been cancelled, you will have to re-enter your personal data and pay the \$200 original enrollment fee.

b) Method of payment: You agree to pay for all authorized transactions charged to your designated credit card.

c) Parking fees and instructions for use of the Gold Parking Express card are available on the Massport website. Massport reserves the right to amend these fees and instructions from time to time.

d) Your parking fee will be automatically charged to your credit card when the Gold Parking Express card is used to exit the Parking Facility. A parking receipt will be emailed to you within 24 hours. No paper receipts will be issued to you at the Airport.

#### **4. MISUSE OF GOLD PARKING EXPRESS CARD:**

a) Massport, in its sole discretion, may revoke the Gold Parking Express card and terminate your account in the event of any misuse. Misuse of the Gold Parking Express card is any use not in accordance with these Terms and Conditions, or the instructions for use of the card posted on the Gold Parking Express login page.

b) If you or anyone else attempts to use your Gold Parking Express card with more than one vehicle at a time, Massport, in its sole discretion, may confiscate, deactivate or revoke the card, and may cancel your membership in Gold Parking Express with no refund of the enrollment fee or annual fee. Further action relating to the party attempting the transaction or relating to the vehicle(s) in question may be taken, including but not limited to, civil or criminal action.

c) Misuse of a Gold Parking Express card may be, in Massport's sole discretion, cause to deny the account holder another Gold Parking Express card at any time in the future or to deny renewal of the account.

#### **5. LOST OR STOLEN GOLD PARKING EXPRESS CARD:**

a) If you lose your Gold Parking Express card, you must report it immediately by signing in to your Gold Parking Express account. Under the "Card" tab, you will find the link to report your card lost/stolen. Your card will be de-activated and will not permit entry into the Parking Facilities. A new Gold Parking Express card will be sent to you within ten (10) business days. The credit card stored in your personal profile will be automatically charged a \$5 new card fee.

You will not be responsible for unauthorized transactions (see definition below) occurring after you notify Massport that your Gold Parking Express card is lost or stolen, in accordance with this Section 5(a).

b) You are responsible for all transactions made with your Gold Parking Express card, except those determined to be unauthorized. An “unauthorized transaction” is one:

1. from which you or your agent has received no benefit;
2. that has been made by a person using your Gold Parking Express card who does not have your actual, implied or apparent permission to enter into the transaction; and
3. that has been made after you notify Massport that your Gold Parking Express card has been lost or stolen, in accordance with Section 5(a).

c) If, during the time that you are using the Gold Parking Express card to park, your Gold Parking Express card is lost or stolen, you must (1) go to an exit lane with a cashier; (2) comply with procedures for a lost ticket; and (3) provide an alternative method of payment.

d) If you allow another person to use your Gold Parking Express card or give another person your Password, that person will be deemed to be your agent, and you will be liable for all transactions entered into by that person. If another person uses your Gold Parking Express card, you will be liable for all transactions incurred by that person, unless you demonstrate that your Gold Parking Express card and Password was obtained criminally.

## **6. RESTRICTIONS:**

Parking of unregistered or uninsured vehicles and the repair or maintenance of vehicles in the Parking Facilities 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 or your agent, 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.

## **7. OVERSIZE VEHICLES:**

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

## **8. SAFETY AND SECURITY:**

When using the Parking Facilities, you must:

- a) Comply with all laws and all other requirements relating to safety and security;

- b) Comply with all parking signs, no parking zones, and directions issued to you by Massport;
- c) Drive carefully and responsibly in the Parking Facilities and at the Airport;
- d) Not cause any obstructions, including parking across or occupying more than one parking space; and
- e) Not park in a designated handicap space without displaying a current handicap license plate or placard.

**9. DISCLAIMER:**

To the extent permitted by law, Massport expressly disclaims any representation of warranty, express or implied, relating to the Gold Parking Express program including, without limitation, any express or implied warranty of merchantability, fitness for a particular purpose or conformity to models or displays. In addition, Massport shall not be liable for any action taken by a third party by reason of your use or display of the Gold Parking Express card.

**10. GUARANTEE, LIMITATION OF LIABILITY, AND INDEMNITY:**

a) Massport guarantees that upon presentation of a valid Gold Parking Express card at the card reader designated for the Gold Parking Express program, Massport will make available a parking space within the designated parking area or, in the alternative, Massport will valet park the vehicle. Valet parking will be at no additional cost above the charge applicable for parking in the designated parking area.

b) In the event Massport does not provide the guaranteed service described in Section 10(a) above, and Massport's inability to provide the guaranteed service is not the result of Force Majeure, as described in Section 11 of these Terms and Conditions, your sole and exclusive remedy is a refund of (a) one-half the enrollment fee, if during the first year of enrollment; or (b) one-half of the annual membership fee, if during the second or subsequent year of enrollment. You will remain enrolled in Gold Parking Express until completion of the current term of enrollment, unless your account is terminated for misuse of the account under Section 4 above.

c) You agree that you are parking at the 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 Gold Parking Express card, or in the event Massport does not provide the guaranteed service described in Section 10(a) above.

d) You understand that you are only purchasing a license to park and **NO BAILMENT IS HEREBY CREATED**. By using your Gold Parking Express card, you and Massport agree that this relationship is defined as Licensor-Licensee and **NOT** Bailor-Bailee.

e) 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 Gold Parking Express card or any Massport facility, arising out of your negligence, intentional act or failure to act, or your breach of these Terms and Conditions.

**11. FORCE MAJEURE:**

Massport will not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions, or for failure to provide the guaranteed service described in Section 10(a) above, 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.

**12. TERMINATION:**

a) You may cancel your account at any time by signing into your account and completing the cancellation procedure under the “Enrollment” tab. Your enrollment fee and annual fees will not be rebated, refunded or pro-rated if you cancel your account.

b) Massport reserves the right to cancel your Gold Parking Express account, deactivate your Gold Parking Express card, or terminate the Gold Parking Express program, at any time with or without cause, and without giving you notice. Your Gold Parking Express card will not allow entry into the Parking Facilities after it has been deactivated. Upon termination of your Gold Parking Express account, you are responsible for all amounts you owe Massport. The Gold Parking Express card must be destroyed or disposed of responsibly immediately upon notification of termination of your account.

**13. COLLECTION EXPENSES:**

You agree to pay all costs, including attorneys’ fees, incurred by Massport to collect any monies due under these Terms and Conditions, whether or not a lawsuit is filed.

**14. 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 Gold Parking Express on the day you or another person uses your Gold Parking Express card.

**15. 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.

**16. 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.

**17. 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.

**18. PRIVACY AND NON-DISCLOSURE:**

In order to process a Gold Parking Express membership, Massport will collect and store certain information which may include your name, address, phone number, email, and license plate number. Your use of your Gold Parking Express membership and or 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.

**19. INQUIRIES AND CORRESPONDENCE:**

For inquiries and correspondence, please contact us at: [gold@massport.com](mailto:gold@massport.com).

For emergencies, contact the Parking Office at 617-561-1670 during regular business hours and at 617-561-1673 at other times.

Last Updated: August 2020



**Boston Logan International Airport  
Parking Card Exit Express  
Terms and Conditions**

Please read these Terms and Conditions carefully. You agree to the following Terms and Conditions for membership in the Parking Card Exit Express program and use of a Parking Card Exit Express card. Failure to comply with these Terms and Conditions may result in suspension, revocation, or termination of your Parking Card Exit Express account.

Enrollment in Parking Card Exit Express membership is available only to users with legal capacity to enter into binding contracts under applicable law. By enrolling in a Parking Card Exit Express membership, 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.

BY SIGNING UP FOR PARKING CARD EXIT EXPRESS MEMBERSHIP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

**1. TERMS / USE OF THE PARKING CARD EXIT EXPRESS CARD:**

- a) Your Parking Card Exit Express card may be used for access to the parking garages and certain parking lots (collectively, the “Parking Facilities”) at Boston Logan International Airport (the “Airport”).
- b) You agree to protect your Parking Card Exit Express card as you would your credit card.
- c) While your Parking Card Exit Express card is not associated with any specific vehicle, it may be used with only one vehicle at any one time. Any attempt(s) to use your Parking Card Exit Express card for more than one vehicle at any one time will be considered misuse of the Parking Card Exit Express card, and may result in the assessment of fees and charges, as well as the revocation of your Parking Card Exit Express card and termination of your account, in accordance with **Section 4 of these Terms and Conditions**.
- d) In order for your Parking Card Exit Express card to be effective, you must both enter and exit the Parking Facility using your Parking Card Exit Express card.
- e) If, during the time that you use the Parking Card Exit Express card to park your vehicle at the Airport, you lose your Parking Card Exit Express card, you must go to a cashiered lane, comply with all procedures for a lost ticket, and provide an alternative method of payment for your charges.
- f) If, during the time that you use the Parking Card Exit Express card to park, your credit card expires or is declined, you must provide an alternative method of payment for your charges such as another credit card or cash prior to exiting the Parking Facility.

- g) You may not assign your Parking Card Exit Express membership.
- h) The enrollment application establishes your Parking Card Exit Express account with Massport and your agreement to pay all charges on the account. You recognize that by giving your Parking Card Exit Express card to another person, you are authorizing that individual to use the Parking Card Exit Express card and to incur charges for which you are liable.
- i) You shall pay all charges, fees and assessments to your credit card resulting from the use of the Parking Card Exit Express card by any person, whether or not authorized by you, until you report your Parking Card Exit Express card lost or stolen, in accordance with **Section 5 of these Terms and Conditions**.
- j) You agree to comply with all Massport rules and regulations, policies and directives regarding the use, operation and security of any Massport Parking Facility used in connection with these Terms and Conditions.

## **2. ACCOUNT INFORMATION:**

- a) You agree to update your Parking Card Exit Express account information as it changes, including changes in address and updates to credit card account information.
- b) You agree to maintain the secrecy of your Parking Card Exit Express password (the “Password”). At no time will you be asked for your Password by Massport staff nor should you give it to anyone. This means that you shall:
  - 1. Refrain from writing the Password on the Parking Card Exit Express card or on an item kept with the Parking Card Exit Express card.
  - 2. Recognize that by giving your Password to another person, you are authorizing that individual to enter into Parking Card Exit Express transactions for which you are accountable.
  - 3. Change your Password(s) if you believe its security has been compromised.
- c) All information and notices will be sent to the e-mail address associated with your account. It will be presumed that you have received any e-mail message to the e-mail address associated with your account. You are responsible for updating all information, including your e-mail address, on your Parking Card Exit Express account.

## **3. FEES AND RECEIPTS:**

- a) When you apply for a Parking Card Exit Express account, a non-refundable Account Activation Fee of \$5 will be charged to your Parking Card Exit Express account.
- b) Method of payment: You agree to pay for all authorized transactions charged to your designated credit card.

c) Parking fees and instructions for use of the Parking Card Exit Express card are available on the Massport website. Massport reserves the right to amend these fees and instructions from time to time.

d) Your parking fee will be automatically charged to your credit card when the Parking Card Exit Express card is used to exit the Parking Facility. A parking receipt will be emailed to you within 24 hours. No paper receipts will be issued to you at the Airport.

#### **4. MISUSE OF PARKING CARD EXIT EXPRESS CARD:**

a) Massport, in its sole discretion, may revoke the Parking Card Exit Express card and terminate your account in the event of any misuse. Misuse of the Parking Card Exit Express card is any use not in accordance with these Terms and Conditions, or the instructions for use of the card posted on the Parking Card Exit Express login page.

b) If you or anyone else attempts to use your Parking Card Exit Express card with more than one vehicle at a time, Massport, in its sole discretion, may confiscate, deactivate or revoke the card, and may cancel your membership in Parking Card Exit Express. Further action relating to the party attempting the transaction or relating to the vehicle(s) in question may be taken, including but not limited to, civil or criminal action.

c) Misuse of a Parking Card Exit Express card may be, in Massport's sole discretion, cause to deny the account holder another Parking Card Exit Express card at any time in the future.

#### **5. LOST OR STOLEN PARKING CARD EXIT EXPRESS CARD:**

a) If you lose your Parking Card Exit Express card, you must report it immediately by signing in to your Parking Card Exit Express account. Under the "Card" tab, you will find the link to report your card lost/stolen. Your account will be de-activated and your card will not permit entry into the Parking Facilities. A new Parking Card Exit Express card will be sent to you within ten (10) business days. The credit card stored in your personal profile will be automatically charged a \$5 new card fee.

You will not be responsible for unauthorized transactions (see definition below) occurring after you notify Massport that your Parking Card Exit Express card is lost or stolen, in accordance with this Section 5(a).

b) You are responsible for all transactions made with your Parking Card Exit Express card, except those determined to be unauthorized. An "unauthorized transaction" is one:

1. from which you or your agent has received no benefit;
2. that has been made by a person using your Parking Card Exit Express card who does not have your actual, implied or apparent permission to enter into the transaction; and

3. that has been made after you notify Massport that your Parking Card Exit Express card has been lost or stolen, in accordance with Section 5(a).

c) If, during the time that you are using the Parking Card Exit Express card to park, your Parking Card Exit Express card is lost or stolen, you must (1) go to an exit lane with a cashier; (2) comply with procedures for a lost ticket; and (3) provide an alternative method of payment.

d) If you allow another person to use your Parking Card Exit Express card or give another person your Password, that person will be deemed to be your agent, and you will be liable for all transactions entered into by that person. If another person uses your Parking Card Exit Express card, you will be liable for all transactions incurred by that person, unless you demonstrate that your Parking Card Exit Express card and Password was obtained criminally.

## **6. RESTRICTIONS:**

Parking of unregistered or uninsured vehicles and the repair or maintenance of vehicles in the Parking Facilities 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 or your agent, 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.

## **7. OVERSIZE VEHICLES:**

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

## **8. SAFETY AND SECURITY:**

When using the Parking Facilities, you must:

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

**9. DISCLAIMER:**

To the extent permitted by law, Massport expressly disclaims any representation of warranty, express or implied, relating to the Parking Card Exit Express program, including, without limitation, any express or implied warranty of merchantability, fitness for a particular purpose or conformity to models or displays. In addition, Massport shall not be liable for any action taken by a third party by reason of your use or display of the Parking Card Exit Express card.

**10. LIMITATION OF LIABILITY AND INDEMNITY:**

You agree that you are parking at the 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 Card Exit Express card.

You understand that you are only purchasing a license to park and NO BAILMENT IS HEREBY CREATED. By using your Parking Card Exit Express card, 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 Card Exit Express card or any Massport facility, arising out of your negligence, intentional act or failure to act, or your breach of these Terms and Conditions.

**11. 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.

**12. TERMINATION:**

a) You may cancel your account at any time by signing into your account and completing the cancellation procedure under the "Enrollment" tab.

b) Massport reserves the right to cancel your Parking Card Exit Express account or deactivate your Parking Card Exit Express card, or terminate the Parking Card Exit Express program, at any time with or without cause, and without giving you notice. Your Parking Card Exit Express card will not allow entry into the Parking Facilities after it has been deactivated. Upon termination of your Parking Card Exit Express account, you are responsible for all amounts you may owe Massport. The Parking Card Exit Express card must be destroyed or disposed of responsibly immediately upon notification of termination of your account. You agree to deactivate any Parking Card Exit Express card in use by contacting [gold@massport.com](mailto:gold@massport.com) before destroying or disposing of it; otherwise you will be responsible for all fees and charges therefore until it has been properly disposed of. You agree to pay all reasonable expenses, including reasonable attorney's fees and court costs Massport may incur in collecting any amount you may owe under these Terms and Conditions and/or enforcing Massport rights under these Terms and Conditions (whether or not a lawsuit is filed).

**13. COLLECTION EXPENSES:**

You agree to pay all costs, including attorneys' fees, incurred by Massport to collect any monies due under these Terms and Conditions, whether or not a lawsuit is filed.

**14. 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 Parking Card Exit Express on the day you or another person uses your Parking Card Exit Express card.

**15. 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.

**16. 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.

**17. 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.

## **18. PRIVACY AND NON-DISCLOSURE:**

In order to process a Parking Card Exit Express membership, Massport will collect and store certain information which may include your name, address, phone number, email, and license plate number. Your use of your Parking Card Exit Express membership and or 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.

## **19. INQUIRIES AND CORRESPONDENCE:**

For inquiries and correspondence, please contact us at: [gold@massport.com](mailto:gold@massport.com).

For emergencies, contact the Parking Office at 617-561-1670 during regular business hours and at 617-561-1673 at other times.

Last Updated: August 2020