

Seattle CruisePark Terms of Service

Please read these terms and conditions ("Agreement", "Terms and Conditions") carefully before using www.SeattleCruiseParking.com, www.SmithCoveTravel.com, any of the software or services that we provide on these websites (collectively, the "Website") or the Seattle CruisePark parking lot located at 1601 West Armory Way, Seattle, WA 98119 or any other parking lot designated by Seattle CruisePark (the "Lot(s)") operated by PRH Enterprises LLC ("Seattle CruisePark", "us", "we", or "our"). By using the Website or parking in any Lots, you agree to be bound by the terms and conditions of this Agreement and any future amendments and additions to this Agreement as published from time to time on the Website. If you do not agree to the Terms and Conditions, please do not use the Website or park in any Lots. If you have any questions or concerns about this Agreement, please feel free to contact us at info@seattlecruiseparking.com.

1. Services

- 1.1. **Online Reservations and Payment.** Seattle CruisePark provides an online booking service to reserve parking at Seattle CruisePark's Lots. Customers reserve a parking spot in the Lots for a designated period of time and pay for their reservation using the Website. We accept Visa, MasterCard, Discover and American Express. (We also accept cash at the Lots if space is available, but you will not be able to pay cash to reserve a parking spot at the Lots.) All prices are quoted and charges are processed in USD. Your credit card will be charged when you submit your reservation online. Your charge card statement will indicate the purchase was from Seattle CruisePark or PRH Enterprises LLC.
- 1.2. **License to Use Parking Space.** Upon valid reservation and full payment of the applicable rate, Seattle CruisePark will grant you the right subject to the terms of this Agreement to use a parking spot in the Lots for the designated period of time for which you have reserved and paid. Your reservation begins at 10:00am on the day of your cruise. We cannot guarantee parking availability prior to 10:00am and additional charges may apply if you arrive before 10:00am. If any cruise schedule changes, we may for your convenience change hours but are not obligated to change our hours of operation. **Under no circumstances will we cancel your reservation or issue a refund if you do not arrive on time. YOU "PARK AT YOUR OWN RISK" WE WILL NOT BE RESPONSIBLE FOR YOUR VEHICLE OR ANY ITEMS LEFT INSIDE YOUR VEHICLE.**
- 1.3. **Access.** The Lots will generally be accessible 24 hours a day, 365 days per year. However, you must provide us with advanced notice to access the Lots during non-normal operating hours. Please confirm when parking that you are in a Seattle CruisePark parking lot. Under no circumstances will we issue a refund if you in advertently park in our competitor's parking lot.

- 1.4. **Valet.** Seattle CruisePark also provides the option to valet park your vehicle in the Lots instead of self-parking. For any customer who has paid for valet parking, we will park your vehicle on your behalf and retrieve it at pickup, so that you can more easily transition to and from your cruise..
- 1.5. **Transportation to and from the Cruise Terminal.** Seattle CruisePark, or a third-party service contracted by Seattle CruisePark, provides transportation to and from the terminal during normal operating hours or during specific time frames set for the particular Lot. Shuttle service is included in your parking reservation and you must have a reservation to be able to use the shuttle services. You must arrive at the parking lot and check-in with an employee to use our shuttle services during our normal operating hours which are generally 7:30am – 3:00pm all cruise days. Please allow at least 20 minutes of additional time from the time you arrive at the Lot to facilitate getting to the cruise on time. The final shuttle will depart at 2:45pm on all cruise days regardless of changes to cruise schedules. If you do not arrive at the Lot in time for the last shuttle you are responsible for finding your own transportation to the cruise terminal. Under no circumstances will we cancel your reservation or issue a refund if you do not arrive on time.
- 1.6. **Support.** Although Seattle CruisePark does not guarantee any availability for technical support, it will endeavor to provide customer support during regular business hours,. User may report problems with the Services or request technical support by emailing support@seattlecruiseparking.com.

The services in this Section 1 and use of the Websites will be collectively and generally referred to in this Agreement as the “Services”.

2. **Pricing**

Our pricing is listed on the Website and includes all sales and similar taxes. We reserve the right to update our pricing from time to time. Until we receive a valid payment for any reservation, the price for the reservation is subject to change.

3. **Reservation Changes and Cancellation**

You are responsible for notifying us via email at info@seattlecruiseparking.com or telephone at 1-888-418-3361 if you wish to make changes to any reservation. We will strive to accommodate any change we are able to make. If possible, please make all changes 72 hours before your departure. **In any event, we will not be obligated to make any changes that you request to be made within one week prior to the reservation start date, and NO CANCELLATIONS ARE ALLOWED WITHIN ONE WEEK OF YOUR RESERVATION START DATE.** If we are unable to accommodate a reservation change at any time for any reason, your sole remedy is to cancel the reservation (provided you notify us of such cancellation at least one week prior to your reservation start date). Please review your reservation details

before purchasing. You will be responsible for additional fees if you make the reservation for the incorrect date.

Cancellation requests must be emailed to support@seattlecruiseparking.com. For any cancellation request that we receive at least one week in advance of the reservation start date, we will deduct a \$10 processing fee from the total amount you paid for the reservation for one week parking and a \$20 processing fee from the total amount you paid for the reservation for RVs, similar oversized or double parked vehicles, and parking longer than one week. If you make a reservation less than 1 week before your reservation date you will not be allowed to cancel or receive a refund. You are responsible for all parking charges if you do not show up to the Lot or are denied boarding by the cruise lines for any reason. No cancellations are allowed and no refunds will be given after your reservation start date and time has passed, and no refunds will be given for any unused or partially used reservations.

4. **Restrictions on Services**

- 4.1. **Personal Use Only.** You may not make a reservation for someone other than yourself. Everyone making a reservation must agree to these Terms and Conditions. We reserve the right to refuse to provide Services to anyone for any lawful reason.
- 4.2. **Payment for Staying Beyond Reservation.** Your reservation will end at 12pm on your departure date. You will be charged the maximum daily rate in effect for any day you remain in the parking lot past 12pm. You give us your express authority, without further notice to or communication with you, to charge to the credit card you used to book your reservation any additional parking fees you owe. **PLEASE CONTACT US IF YOU KNOW YOU ARE GOING TO BE DELAYED.**
- 4.3. **Extra Charges for Additional Space.** If your vehicle occupies more than one space, you will be charged an additional fee for any additional space equal to the maximum daily rate in effect. You must reserve any additional space in advance, and any vehicle that occupies more than one space without an advanced reservation or other advanced permission for the additional space(s) may be towed without liability or refund for any paid spaces.
- 4.4. **Right to Remove Your Vehicle from the Parking Lot.** You agree that we have the right, at your sole cost and expense, to have your vehicle removed from the parking lot in the event you leave your vehicle in the parking lot for more than 24 hours beyond the final date of your reservation or in the event you are double or illegally parked. You agree that you are solely responsible for any and all towing and storage fees that are charged by the towing company, in addition to any additional fees you owe us pursuant to section 4.2 of this Agreement.

- 4.5. **Reasonable Rules, Regulations, and Direction.** You agree to comply with the direction of our staff when using any Lot or Seattle CruisePark transportation. You agree to comply with any rules governing use of the Lots as provided by any Seattle CruisePark employee or representative.

5. **Restrictions on Website Use**

5.1. **Personal Use Only**

You may not resell, redistribute, or make any other commercial use of, or create derivative works or materials utilizing any of the content in or on the Website.

5.2. **Interference with Intellectual Property or Advertising**

You may not remove, alter, interfere with, or circumvent any (A) copyright, trademark, or other proprietary notices on the Website, or (B) any advertisement on the Website.

5.3. **No Copying**

You may not reproduce, distribute, or modify any content provided by the Website without our express consent.

5.4. **No Mining**

You may not use any software robots, spider, crawlers, or other data gathering or extraction tools, whether automated or manual, to mine or aggregate data from the Website.

5.5. **Denial of Service Attacks**

You may not take any action that may impose an unreasonable burden on the Website or its servers and infrastructures.

6. **Unacceptable Conduct**

You are prohibited from violating or attempting to violate any security features of the Website, including, without limitation:

- 6.1. Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- 6.2. Attempting to probe, scan, or test the vulnerability of the website, or any associated system or network, or to breach security or authentication measures without proper authorization;
- 6.3. Interfering or attempting to interfere with our services to any user, host, or network, including, without limitation, by means of submitting a virus to the website, overloading, flooding, spamming, mail bombing, or crashing the Website;
- 6.4. Using the Website to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;

- 6.5. Forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the website; or
- 6.6. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to any form any of the source code used by us to provide and maintain the Website.

Any violation of system or network security may subject you to civil liability, criminal liability, or both.

7. **Privacy Policy**

We value the importance of your privacy. You can review our privacy policy on our website. The terms of our privacy policy are incorporated into these Terms and Conditions by reference.

8. **Compliance with Laws**

You agree to, at all times during the use of the Website and the Lots, comply with all laws, codes, statutes, ordinances, and regulations, including motor vehicle laws and insurance requirements.

9. **Ownership of Intellectual Property**

We retain all ownership of and interest in the Website, including without limitation all software used to create, maintain, and develop the website, all content on the Website, and all intellectual property, including, without limitation, all ideas, logos, copyrights, trademarks, or other information provided by you or any other party relating to the Website. This Agreement does not grant you any intellectual property rights in or to the Website, or any of the components of the Website, including any software used in the Website.

10. **Access to Site**

Our Website is intended to be used by residents in the United States, its territories and possessions (the "U.S.") or users that are outside the U.S. that consent to use the Website according to U.S. laws, these terms, and our privacy policy. By using the Website, you acknowledge that you meet these eligibility and residency requirements.

11. **Copyrights and Digital Millennium Copyright Act**

11.1. **Notice of Copyright Infringement**

The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Website infringes your rights under U.S. copyright law, you may send us a notice requesting that the material be removed. The notice must include the following information:

- 11.1.1. The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 11.1.2. Identification of the copyrighted work claimed to have been infringed;
- 11.1.3. Identification of the material that is claimed to be infringing or the subject of infringing activity, and information that reasonably allows us to locate the material on the Website;
- 11.1.4. Your name, address, telephone number, and email address (if available);
- 11.1.5. A representation that you have a good faith belief that use of the material in the manner complained of is not authorized by you (the copyright owner), your agent, or the law; and
- 11.1.6. A representation that the information in the notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 11.1.7. Please be advised that we will not respond to complaints that do not meet the requirements above. If we determine that the materials alleged to infringe your rights do not require removal, we will remove those materials only pursuant to a court order that declares the content or use of the materials unlawful.

11.2. **Counter-notices**

If you believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information:

- 11.2.1. Your name, address, and telephone number;
- 11.2.2. A description of the source of the content that was removed;
- 11.2.3. A representation under penalty of perjury that you believe that the content was removed in error;
- 11.2.4. A representation that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district that we choose, and that you will accept service of process from the person who provided the original complaint; and
- 11.2.5. Your signature (physical or electronic is acceptable).

11.3. **Updated Requirements**

Notices and counter-notices with respect to the Website must meet the then-current statutory requirements imposed by the DMCA and should be sent to us through the address listed below. Please be aware that there can be penalties for false claims under the DMCA.

PRH Enterprises LLC
ATTN: DMCA Copyright Claims Agent
PO Box 94500
Seattle, WA 98124

12. **Indemnification**

You agree to fully indemnify us, our employees, directors, officers, and affiliates, from any claims or damages resulting from your breach of this Agreement, your violation of any rights of any third party service providers you were introduced to by us, your use or misuse of the Website, your use or misuse of the Services, or your violation of any applicable rules and regulations. For purposes of this indemnification, “damages” includes, without limitation, attorneys’ fees and costs incurred by us.

13. **Disclaimers**

THE WEBSITE IS PROVIDED “AS IS” AND AS AVAILABLE, AND THE COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE WEBSITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY ALSO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SERVICES PROVIDED BY US. YOU ACKNOWLEDGE AND AGREE TO ASSUME THE ENTIRE RISK ASSOCIATED WITH YOUR USE OF THE SERVICES AND THE WEBSITE AND ANY INJURIES OR DAMAGES THAT RESULT FROM THE SERVICES OR YOUR USE OF OR RELIANCE ON INFORMATION PROVIDED TO YOU THROUGH THE SERVICES OR THE WEBSITE.

14. **Limitation of Liability**

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR THE SERVICES. YOU AGREE THAT IN NO EVENT WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF MONEY YOU’VE PAID TO US FOR THE SERVICES.

WE DO NOT WARRANT THE LOTS ARE COMPLETELY SECURE. WE ARE NOT LIABLE FOR FIRE, THEFT, WINDSHIELD DAMAGE, MECHANICAL DAMAGE, OR DAMAGE TO ANY VEHICLE IN ANY CASE, UNLESS SUCH DAMAGE IS CAUSED SOLELY BY OUR GROSS NEGLIGENCE. WE ARE NOT RESPONSIBLE FOR ANY PROPERTY LEFT IN ANY VEHICLE.

ALL CLAIMS OF DAMAGE OR LOSS WITH RESPECT TO A VEHICLE PARKED IN ANY LOT MUST BE REPORTED TO US PRIOR TO LEAVING THE LOT.

THE LOTS ARE OUTDOOR LOTS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE DUE TO WEATHER CONDITIONS.

15. **Chargeback Liquidated Damages**

We are a small business. If you initiate a chargeback on your credit card because you don’t like that you are being charged for something you agree in this Agreement we can charge you for, it is a costly administrative expenses for our company and that expense can be difficult to calculate. If you initiate a chargeback with your credit card’s issuing bank and the chargeback is found by your bank to be unjustified, then in addition to the amount you originally owed you also agree to pay liquidated damages to the Company in the amount of \$5000 to compensate for the administrative expenses associated with the wrongful chargeback. You agree this is a reasonable estimation of damages we will incur by spending the administrative time to correct an unjustified chargeback.

16. **Internet or Phone Problems**

The Website may be subject to limitations, delays, outages, and other problems that are inherent in the use of the internet, software, and other electronic communications. We are not responsible for delays, failures, or other damages that result from problems with the internet, the Website, or your or our phone.

17. **General**

17.1. **Notices**

We may send notices pursuant to this agreement to you via your e-mail address listed on your account, and such notices will be deemed received by you the day after they are sent. You may send notices pursuant to this Agreement to us at info@seattlecruiseparking.com, and such notices will be deemed received by us the day after they are sent.

17.2. **No Waiver**

Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

17.3. **Assignment & Successors**

Neither party may assign this Agreement or its right or obligations under this Agreement, except we reserve the right to assign this Agreement or any of our rights or obligations under this Agreement without your consent as part of a merger, acquisition, or any other change of control of the Company. This agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

17.4. **Choice of Law & Jurisdiction**

The Website and Lots are operated and provided in the State of Washington. Accordingly, this Agreement will be governed solely by the internal laws of the State of Washington, without reference to any principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts in King County, Washington.

17.5. **Severability**

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this agreement is held to be invalid or unenforceable to any extent, then (a) the provision will be interpreted, construed, or reformed to the extent reasonably required to render the provision valid, enforceable, and consistent with the original intent underlying such provision; (b) the provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) the invalidity or unenforceability of the provision will not affect any other portion of this agreement.

17.6. **Force Majeure.** We will be liable hereunder for any failure or delay in the performance of our obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government action (e.g., sanction, repossession, blockage, or embargo), failure of utility service, accidents, delays of carriers, contractors, or suppliers, or any other causes of any kind whatever beyond our reasonable control.

17.7. **Entire Agreement**

This Agreement is the entire agreement of the parties and supersedes all prior agreements as to the use of the website.

If you have any questions or concerns regarding any of the terms above, please feel free to contact us at info@seattlecruiseparking.com.

PRH Enterprises LLC

PO Box 94500

Seattle, WA 98124

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