

City and County of Denver Public Parking Terms & Conditions

Denver Performing Arts Complex and Cultural Center Garages

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1. Introduction

The Terms and Conditions apply to those individuals parking in or making a booking using the City and County of Denver online booking system (“System”) to park in one of the City-owned/operated public parking facilities described below. When you are booking a reservation or entering these City and County of Denver Public Parking Facilities, you are acknowledging and accepting these Term and Conditions, referred to hereafter as “Terms & Conditions,” and you accept that a contract is formed between you and the City and County of Denver (the “City”) on these Terms and Conditions.

2. Changes to Terms & Conditions

The City reserves the right to change these Terms & Conditions at any time. Please ensure that you check the Terms & Conditions posted at <https://www.artscomplex.com/plan-your-visit/getting-here-parking/arts-complex-garage> at the time of booking and/or prior to entering into any City and County of Denver Public Parking Facilities listed below (the “CCD Public Parking Facilities”):

- Denver Performing Arts Complex Garage located at 1055 13th Street, Denver, CO 80202
- Cultural Center Garage located at 65 W 12th Ave., Denver, CO 80204

3. Entering a CCD Public Parking Facility

Daily Parkers: To enter a CCD Public Parking Facility:

- a. During Event Times,* enter the CCD Public Parking Facility and pay upon entry or;
- b. During non-event times, pull a ticket upon entry and pay a charge on exit based upon the number of hours spent in the garage as identified in the CCD Public Parking Facility’s current posted parking rates or;
- c. At any time, book online ahead of time. Upon entry to the CCD Public Parking Facility, scan the QR Code (Quick Response Code) that you received when you booked parking. You are responsible for ensuring you arrive at the appropriate CCD Public Parking Facility designated on your booking and arrive on or after your scheduled start time.

Monthly and Subscription Parkers: To enter a CCD Public Parking Facility, scan the QR Code (Quick Response Code) that you received when you booked parking. You are responsible for ensuring you arrive at the appropriate CCD Public Parking Facility designated on your booking and arrive on or after your scheduled start time. You are responsible for entering and exiting the CCD Public Parking Facility within agreed upon hours or you may be subject to additional fees.

*Event Times vary, but may occur Tuesday-Friday beginning at 4:30 p.m or 2:30 p.m. for large capacity events. Event Times may also occur all day Saturday and Sunday.

4. Exiting a CCD Public Parking Facility

The City may not permit your vehicle to exit the CCD Public Parking Facility until:

- a. A valid license plate, QR code, or badge ID is accepted by an exit verifier device or;
- b. A valid parking ticket is accepted together with an accepted and valid method of payment.

5. Online Booking System

To utilize this System, you agree to refrain from the following prohibited activities.

- a. Use this System to cause intentional or foreseeable harm to an individual, other entity, Denver Arts and Venues, Denver Department of Transportation and Infrastructure, or the City and County of Denver.
- b. Intentionally violate any applicable local, state, or federal law,
- c. Utilize this System for unlawful, abusive, threatening, harassing, defamatory, obscene, or libelous purposes, or to invade the privacy of others.
- d. Impersonate any other person or entity.
- e. Utilize the System to interfere with or disrupt the operations of the System or any other technology systems or operational procedures.

The City reserves the right to terminate an individual's ability to utilize this System for any reason, and at the City's sole discretion, independent of whether that violation is specifically listed in this document.

The City may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong that occurs on the System.

The City provides an online booking system by which you may book a parking space at the CCD Public Parking Facilities (a "Booking"). A Booking in these Terms and Conditions refers to daily, monthly, and subscription parking unless otherwise stated. The City does not guarantee that the System will be available at all times, nor does it guarantee a specific parking space in a parking facility.

The City reserves the right to limit the number of Bookings per day, per CCD Public Parking Facility and per person or the number of public parking spaces available for booking via the System.

When you have submitted a request using the online Booking form on the City's website, you will receive an email confirmation of your Booking and a receipt of payment. Your Booking is not complete until such time as the Booking confirmation is received.

6. No Resale of Online Booking

You shall not, and shall not attempt to, resell or market any City and County of Denver Public Parking Booking, whether on its own or bundled with other products or services without the City's express written consent. Resale would result in the cancellation of the online Booking without refund.

7. Online Booking Purchase Price and Payment

The purchase price quoted by the System is fixed only when you complete your Booking. Until booking is completed, quoted prices may vary depending on time of booking and availability.

The purchase price quoted by the System does not include any overstays (days or times stayed in excess of the days or times purchased online in advance). For overstays, you will be charged at the City's current posted parking rates.

When you provide your credit card details to complete your online Booking, you are authorizing the City or the City's designated contractor to charge your credit card in the amount of the quoted purchase price.

The City may, from time to time, offer discounted or promotional rates for use in its CCD Public Parking Facilities. All such discounts and promotions are subject to limited availability depending on availability and demand of public parking spaces, and the City reserves the right to add or remove public parking spaces to or from the promotion, or to vary, amend or cancel promotional rates at any time.

Not all discounts or promotions will be available via the System. Conversely some promotions may be exclusive to the System.

8. Modification and Cancellation

Daily Bookings may be cancelled at any time before the start of the reservation. You will receive a full refund after cancelling.

Modifications cannot be made. Instead, you can cancel your Booking and create a new one with desired modifications.

9. Grace Periods

For daily parking, there is no grace period for entry before your online Booking scheduled entry time. If you arrive before the entry time, you will be charged the length of the stay before the entry time at the current posted parking rates (these rates may vary from the rates quoted via the System) and you will not be entitled to a refund or credit of those charges.

For daily parking, there is no grace period for exit after your online Booking scheduled exit time. If you exit after the exit time, you will be charged the length of the stay after the Booking at the current posted parking rates (these rates may vary from the rates quoted via the System) and you will not be entitled to a refund or credit of those charges.

Monthly and Subscription purchases' grace periods are governed by the specific terms stated within package.

10. Online Booking and City and County of Denver Public Parking Capacity

Online Booking reservations for daily parkers are considered reserved parking. For daily parking, in the extremely unlikely event that the CCD Public Parking Facility you have booked is full and we cannot locate a space in that facility, City and County of Denver Public Parking will accommodate your parking in a parking facility for the same value or higher or provide a refund

of the difference in value. This will be done at the sole discretion of City and County of Denver Public Parking.

Monthly and subscription parking is on an as-available basis. Monthly and Subscription parkers are not guaranteed a reserved spot if the CCD Public Parking Facility is full.

11. Data Collection, Privacy, and Use

To process a Booking, the City may require the following personal information: full name; home address; phone number; email address; vehicle make, model, color; and license plate number. Additional information may be collected as needed to complete Bookings for the City's public parking facilities. The collection, use, and maintenance of this information is necessary to complete a Booking and properly manage and enforce parking regulations. By making a reservation, you explicitly consent to the City collecting, storing, and using this personal data for the stated purposes. In addition to reservation management, the City may use your contact information (email, phone) to send parking reminders, promotional offers, and information about other relevant services/products, unless you opt-out. Choosing not to provide the required information may prevent you from making a reservation using the City's booking system.

The City may share your personal information with third-party service providers contracted for credit card processing, data management, marketing/promotional services, and other legitimate business purposes relating to parking operations. These providers are obligated to maintain data privacy and security. As a public entity, the City is subject to Colorado's public records laws. This means your personal information may be disclosed to requesters unless a specific exception applies that allows the City to deny the request. The City may also disclose personal data when required by law, court order, or to enforce the parking terms/policies and to protect the City's rights.

The City has implemented appropriate technical, administrative, and physical safeguards to protect personal data under its control against unauthorized access, use, alteration, destruction, or loss. Personal data will only be retained for the period reasonably needed to serve the purposes for which it was collected and to comply with applicable record retention laws.

This privacy policy may be updated periodically. Continued use of the parking reservation system constitutes acceptance of these and any updated policy terms.

12. Indemnity

You agree to indemnify and hold harmless Denver Arts and Venues, Denver Department of Transportation and Infrastructure, , the City and County of Denver, and its appointed and elected officials, agents, contractors and employees for, from, and against any claim, loss or damage you may suffer associated with your use of City and County of Denver online Booking or any CCD Public Parking Facility, arising out of your negligence, intentional act or failure to act, or your breach of these Terms and Conditions. This indemnification includes any costs of defense, liabilities, expenses, fees, penalties, and charges, including but not limited to attorneys' fees.

13. Limitation of Liability

In addition to any limitations or exclusions within the City's Terms and Conditions of entry to any CCD Public Parking facility and otherwise to the extent permitted by law, the City's total liability to you will be limited to a refund of the purchase price of City and County of Denver Booking. The City will not be liable for any injury, damage to your property, or any special, direct, indirect, or consequential loss, whether or not the City could have foreseen such loss.

14. Safety and Security

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 the City;
- c. Drive carefully and responsibly in all CCD Public Parking facilities;
- d. Not cause any obstructions, including parking across or occupying more than one parking space;
- e. Not park in a designated handicap parking space without displaying a current handicap license plate or permit;
- f. Obey all directional and safety signs; and
- g. Park only in designated public parking spaces and not park in any area which is not designated as public parking.
- h. Agree to not park your vehicle more than thirty (30) days unless customer notifies the City at ArtsComplexParking@Denvergov.org to let them know of the extended stay. Vehicles parked more than thirty (30) days are considered abandoned and subject to impound and additional fees. Extensions to this policy are reviewed on a case-by-case basis.

The City and its contractors may issue citations for violations of ordinances or other applicable laws, rules, regulations for any parked vehicles within our CCD Public Parking Facilities.

The City and its agents, representatives, and contractors may enter, move or tow away your vehicle for operational, safety or security reasons.

15. Contact Us

Any comments regarding the online Booking system or the CCD Public Parking Facilities should be made in writing to:

Arts Complex Parking Garage Administration
1345 Champa Street
Denver, Colorado 80204

or

ArtsComplexParking@Denvergov.org