

Merchant Validation Coupon Application & Agreement



1. This agreement for participation in the City of Sacramento's parking validation program is entered into between the undersigned Merchant and the City of Sacramento. _____
(INITIAL)
2. The agreement shall become effective upon the date that it is signed by the City of Sacramento (City). _____ **(INITIAL)**
3. Merchant shall purchase the validation coupons made available by the City at the rate of \$0.50 per \$5.00 validation coupon. Each \$5.00 validation coupon shall be redeemable at any attended City parking garage. _____ **(INITIAL)**
4. City of Sacramento reserves the right to change the rates and/or terms associated with the Merchant Validation program with or without notice to participants. _____ **(INITIAL)**
5. Merchant shall issue (1) validation per customer upon request and without charge to any customer of their retail establishment who make a purchase of \$5.00 or more. _____ **(INITIAL)**
6. Validation coupons are valid during normal operation hours except during special events to which a flat rate parking fee (pre-pay mode) has been adopted at the parking facility. Special events constitute any City event that is acknowledged as being of significant impact to normal business operations and may require the implementation of pre-pay mode to facilitate the exiting of the parking facility. _____ **(INITIAL)**
7. Merchant agrees that validation coupons purchased by the Merchant shall be issued to customers only, and shall not be issued to or used by the Merchant or the Merchant's employees to obtain discounted parking. The Merchant shall provide the City with a list of names and motor vehicles license plate numbers of the Merchant employees, including owners & managers, at the issuing retail establishment upon signing the agreement, and shall provide the City with a current employee list when requested by the City. Employee use of validation coupon may result in immediate termination of the program. _____ **(INITIAL)**
8. Merchant agrees not to sell any validation coupon and/or advertise the sale of validation coupons. Violation of this provision will result in immediate termination from the program with no re-instatement unless authorized by the Parking Division Manager. _____ **(INITIAL)**
9. Merchant agrees that the name and address of their establishment may be included on signage and/or informational materials posted or circulated by the City of Sacramento that identifies the Merchant as a participant in the City's validation program. _____ **(INITIAL)**
10. Merchant agrees to post a validation program window sticker, provided by the City, in a location visible to the public at every entrance to their establishment that is used regularly by customers. The Merchant shall post the sticker during the entire period in which the agreement is in effect. The Merchant further agrees that, if the agreement is terminated, all window stickers related to this program will be removed within one (1) business day thereafter. _____
(INITIAL)

11. Employees of participating Merchants shall not obtain validation from any other participating Merchants. _____ **(INITIAL)**
 12. Validation coupons are non-refundable and cannot be reissued due to expiration. _____ **(INITIAL)**
 13. This agreement shall continue in effect until terminated by either party upon giving the other party thirty (30) days notice of termination in writing. _____ **(INITIAL)**
 14. Notwithstanding the previous section, the Merchant agrees that if the City Parking Manager determines, in his or her sole discretion, that the merchant has violated one or more terms of this agreement, the City may terminate the agreement by giving Merchant five (5) business days notice of termination in writing. _____ **(INITIAL)**
 15. All correspondence to the City shall be addressed to City of Sacramento, Revenue Services Division, 915 I Street, Room 1214, Sacramento, CA 95814, ATTN: Validation Program Coordinator. All correspondence to the Merchant shall be addressed to the address set forth below. _____ **(INITIAL)**
 16. Merchant shall defend, indemnify and save harmless, City, its officers and employees, and each and every one of them, from and against all actions, suits, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and/or costs reasonably type and description, including, but not limited to, any fees or expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, for any personal injury, death or damage to property resulting from any negligent act or omission or willful misconduct in the performance of this agreement by Merchant, its officers, employees, tenant or agents, whether such action, claim or suit is well founded or not, and whether or not such liabilities are litigated, settled or reduced to judgment. The provisions of this section 14 shall survive any termination of this agreement. _____ **(INITIAL)**
 17. Merchants covenants that there shall be no discrimination against any person or group of persons on account of race, color, creed, sex, marital status, disability, national origin, ancestry, or any other basis prohibited by local, state or federal law or regulation, in the performance of this agreement. _____ **(INITIAL)**
 18. Merchant's rights under this agreement shall not be transferable or assignable, and any attempted transfer or assignment shall be void. _____ **(INITIAL)**
- No failure of City to terminate this agreement upon any breach shall constitute a waiver of the right to terminate this agreement for the same or any other breach or violation subsequently occurring. _____ **(INITIAL)**
19. By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the party on whose behalf execution is made. _____ **(INITIAL)**
 20. Merchants shall notify Parking Administration **72** hours before validation coupons are needed. Merchants must pick them up at Revenue Services Division, 915 I Street, Room 1214,



Merchant Validation Order Form (** For Initial Orders Only**)

Merchant Name: _____

Business Name: _____ Business Phone: _____

Business Address: _____

Number of Coupons (100 per bundle) _____ x \$50.00 = _____

Please make checks out to "City of Sacramento" and return the check and order form to:

City of Sacramento
Revenue Services Division
915 I Street, Room 1214
Sacramento, CA 95814
ATTN: Validation Program Coordinator

- Please do not mail cash. Cash purchases of validation coupons may be made at the front counter at the office address above.

Merchants in Old Sacramento can obtain validations from Scott Ford, Old Sacramento Events Promotions Coordinator, at (916) 442-8575 or sford@downtownsac.com

Authorized Purchaser Signature: _____ Date: _____

Application Approved By: _____ Date: _____



Employee List
(Including owners & managers)

Business Name: _____

Employee Name	License Plate Number	Vehicle Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Use additional sheets if necessary.

Frequently Asked Questions

1. How do I join the program?

Your establishment can apply to join the program by submitting the following enrollment information: a signed merchant agreement, an initial order for validation coupons, and a list of the employees' names **(including owners & managers)** that includes information pertaining to their automobile license plate numbers and vehicle description. The employee list required is only for employees who work at the participating establishments; it does not include employees who might work for the merchant at other establishments. The enrollment information can be mailed to: City of Sacramento, 300 Richards Blvd, Second Floor, Sacramento, CA 95811, fax (916) 808-1935 or delivered in person to: Revenue Services Division, 915 I Street, Room 1214, CA 95814, ATTN: Validation Program Coordinator.

The submitted agreement is subject to approval and is reviewed to ensure that your establishment meets the eligibility requirements. Once approved, a Customer Service Representative will notify you of the application approval and to pick up your first order. Upon receipt of your first order, you will also be provided with window stickers that will identify your establishment as a participating validating merchant. The window stickers should be placed in an area that can be easily seen by your customers, typically a window located by the entrance.

Merchants in Old Sacramento can obtain validations from Scott Ford, Old Sacramento Events Promotions Coordinator, at (916) 442-8575 or sford@downtownsac.com

2. How do I order more validation coupons?

Once your establishment has been approved for the program, you may submit coupon orders on an as needed basis. Coupon orders can be submitted via fax by completing a Merchant Validation Order form. The order form can be located in the forms section of our Off-Street Parking website located at: <http://www.cityofsacramento.org/transportation/parking/offstreetforms.html>

All orders require a minimum of 3 business days (72 hours) advance notice and are available in minimum orders of 100 coupons (1 bundle) for \$50.00. Partial bundles or coupon orders of less than the minimum order established are not sold. Please submit an order with sufficient time to allow for processing prior to the actual need. All coupon orders must be picked up in person. We apologize but we do not offer the option of mailing validation orders, as they can be lost or damaged in the delivery process.

Once the order is ready, the validation coupon orders may be picked up at: City of Sacramento Revenue Office located at 915 I Street, Room 1214 Sacramento, CA 95814. Proof of identification will be required at the time of pick up.

3. Do the validation coupons ever expire?

Coupons are good for one calendar year from the date printed on the bottom section of the ticket. We do not recommend that the merchant or retailer purchase a year's worth of coupons; orders should be conservatively based on current need as no refunds are given for excess inventory.

4. Can I redeem unused validation coupons?

No, unused coupons are non-refundable. Please base all subsequent orders on the frequency of your establishment usage and do not purchase more than you actually need.

5. How do the validation coupons work?

The merchant \$5.00 validation coupons are the same size as the parking ticket that is initially pulled when entering a City parking garage. When the customer exits the garage, they will insert the parking ticket into the Pay-on-Foot Machine, insert the parking ticket into the exit reader located by the gate or provide to an attendant at the cashier booth if applicable. The customer will then insert the \$5.00 validation coupon into the equipment (Pay-on-Foot Machine or Exit Reader). The customer will be able to exit the garage immediately, if their parking fee is \$5.00 or less. If their parking fee exceeds \$5.00, the customer will need to pay the remaining balance to exit the facility.

6. How do I quit the program?

Both the Merchant and Parking Administration can terminate the agreement by giving thirty-days notice in writing. Parking Administration can also terminate the agreement for violation of its terms with five days written notice. The window stickers must be removed by the day following termination.

7. What if I have additional questions?

Please call the Validation Program Coordinator at (916) 808-5110.