

RULES, TERMS AND CONDITIONS

These terms and conditions apply to all BART parking purchases.

1. Policies

- A. BART Parking Use: BART parking is for BART riders only, including on evenings and weekends when parking fees are not in effect. Limited exceptions are made for "Non-BART" parking available through the official BART app, as well as for parking purchased at the Millbrae station (for those connecting to SamTrans or Caltrain only), the Richmond station (for those connecting to Amtrak only), the Pleasant Hill station, or if permission is provided by an authorized BART representative. BART parking is not to be used for storing vehicles, as nearby residence parking, hotel parking or to conduct any kind of business, which includes (but not limited to) car rentals and carshare, unless written permission is provided by an authorized BART representative. Non-BART riders using BART parking may be subject to citation and suspension of BART parking account.
- B. **Duration of stay:** Those purchasing parking through the BART app are eligible to park for the calendar day they purchase parking. Those purchasing at the machines inside the station are eligible to park for 24 hours from time of purchase, in the Daily Fee area only.
- C. **Overnight stays:** No vehicle may be left beyond 24 hours, except on weekends, or unless the driver has purchased Single/Multi-Day Reserved parking, which allows continuous stays of up to 20 weekdays only when using BART to travel to the airport or destination. Leaving a vehicle beyond this time may result in a fine or towing at the owner's expense.
- D. Parking in designated areas: Those purchasing Reserved or Carpool parking must park in designated reserved areas. Those purchasing EV Reserved Parking must park in designated EV Reserved stalls. Those purchasing Daily Fee or Non-BART parking must park in designated Daily Fee areas, or Reserved areas but only after 10 a.m. Parking must occur within designated parking areas clearly marked as such with white or yellow lines on the pavement and may not occur in any other area such as bus zones, in front of driveways or fire hydrants, along red or yellow curbs, or any other place not specifically designated as vehicle parking. In no instance may a vehicle occupy more than one parking stall.
- E. **Reserved Parking:** Monthly Reserved parking purchased by one individual may not be transferred to another individual. A Monthly Reserved parking holder may register up to 5 vehicle license plates on their account, but only one may be parked at a time. If the enforcement system detects more than one vehicle on the account parked, any additional vehicles will be marked as unpaid and will be cited. Park up to 24 hours at a time.
- F. **Oversized vehicles:** Vehicles or combinations of vehicles that exceed 6.5 feet in width, or 19 feet in length or 3 tons in weight may not be driven through, left standing, or parked in any BART parking facility. Vehicles found in violation of the size restrictions may be cited or towed.
- G. **Motorcycle parking:** Motorcycles may park free of charge in designated motorcycle parking areas. Those parking in a full-size parking stall must pay the appropriate fees.
- H. **Disabled parking:** All BART stations with parking have specially designated Disabled Person (DP) parking spaces. Those using these stalls must display valid disabled parking credentials and must pay the established parking fees.
- I. Electric vehicle parking: Electric vehicle parking and charging is available at selected stations. Vehicles parked in EV stalls must pay the established parking fees and be plugged in, if not, they are subject to citation. Electric Vehicles may only charge by District provided chargers. Additional on-site rules may apply.
- J. Compliance with posted signs: Drivers are subject to additional rules displayed on signage in the parking areas.

2. Payments and Cancellations

- A. **Pricing:** Paid parking is in effect Monday Friday from 4 a.m. to 3 p.m., except on designated BART holidays. Parking prices, payment instructions, and a list of holidays are posted on BART's website at http://www.bart.gov/parking. Parking pricing is subject to change, with 45-day advanced notification.
- B. **Monthly parking charges:** Monthly Reserved parking will automatically be renewed and charged to the payment method on file on the 15th of every month. Those purchasing prior to the 15th will pay a pro-rated charge for the remainder of the current month and will be charged a second time on the 15th for the following month, at the full rate. Those paying on or after the 15th will pay a pro-rated charge for the remainder of the month plus fees for the following month. The customer is responsible for maintaining accurate payment information up to date. Failure to do so may result in loss of Monthly Reserved parking. The customer is also responsible for cancelling their own Monthly Reserved parking.
- C. Cancellations and refunds: Daily Fee parking is non-refundable. Single/Multi-day Reserved parking may be cancelled up to I I:59 p.m. on the evening before the reservation. A \$2 cancellation charge will be assessed for each cancellation action. Unused parking is not eligible for a refund. Monthly Reserved parking may be cancelled at any time without penalty and a pro-rated refund will be issued to the payment method on file within 72 business hours. With limited exceptions, parking is not refundable for dates in the past. Refund requests must be made within 120 days of the original transaction date.

3. Citation

Non-compliance with parking rules or posted signage may result in a citation. All parking paid via the BART app is verified by scanning the license plate. The license plate must be visible, facing outward on the vehicle for payment verification. If the parked vehicle does not have a license plate visible to the enforcement staff, payment cannot be verified, and the vehicle will be cited. Vehicles that do not display license plates or visible VINs are subject to tow. Visit BART's Citation Page for instructions regarding how to respond to a citation.

4. Facility Monitoring

BART monitors its parking facilities to deter crime and ensure compliance with parking rules. Vehicles and persons using BART parking facilities may be recorded by surveillance cameras, and vehicle license plate numbers may be captured. Use of surveillance technologies is governed by BART's Surveillance Ordinance.

5. Limitation of Liability

BART is not responsible for theft, damage, loss of vehicles or items contained within the vehicle while parked on the premises. Damage or theft to any vehicle is the sole responsibility of the vehicle's owner. Please do not leave any valuables inside the vehicle or within view. Any incident involving auto damage, break-ins, assault, and other criminal incidents should be reported to the <u>BART Police Department</u>. Report suspicious activity to BART Police at 510-464-7000.

6. Termination

Violation of any of the procedures, policies, or terms & conditions mentioned above may result in citation, loss of parking privileges, or towing at the owner's expense.

Permission to park in a District parking facility may be revoked at any time by an authorized BART representative.

BART reserves the right to restrict the use of any parking space at any time, or to discontinue or terminate any parking product at any station, including revocation of monthly reserved parking.

