

MERCHANT VALIDATION APPLICATION & AGREEMENT

(INITIAL)

1. This agreement is for participation in the City of Sacramento's parking validation program is entered into between the undersigned Merchant and the City of Sacramento. The agreement shall become effective upon the date that it is signed by the City of Sacramento (City). The 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. 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)

2. **ELIGIBILITY REQUIREMENT:** Participating Merchants are required to have a valid (unexpired) Business Operations Tax account established with the City of Sacramento and are required to submit a copy for review upon submitting a completed Merchant Validation application agreement.

(INITIAL)

3. **PROGRAM RATE:** Merchants shall purchase the discounted validation coupons from the City Parking Services Division at the rate of \$1.00 per 2 Hour validation coupon. Validation coupons expire one year from the date of issuance. Purchased validation coupons are non-refundable, non-replaceable, and will not be considered for reissuance after expiration.

(INITIAL)

4. **ISSUANCE:** Merchants shall issue (1) validation per customer upon request and without charge to any customer of their retail establishment who make a purchase of \$8.00 or more at the merchant's establishment. Merchants will provide city-owned garage locations where validations are valid and may be used. The city reserves the right to assign designated city-owned parking garage locations near participating businesses for operational planning and impact assessment.

(INITIAL)

5. **VALIDITY USE:** Each 2 Hour validation coupon will provide parking at the selected city-owned parking garage. Validation coupons are valid and may be redeemed during normal operation hours except during special events to which a flat-rate parking fee (pre-pay or automated 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 egress of the parking facility.

(INITIAL)

6. **MARKETING:** 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. Merchants agree to post a validation program window decal 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 decals related to this program will be removed within one (1) business day thereafter.

- _____
(INITIAL)
7. **MERCHANT EMPLOYEE PARKING:** Merchant agrees that the purchased validation coupons should be issued to customers only and should 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 employee names and their vehicle license plate and make/model of the Merchant employees, including owners & managers, at the issuing retail establishment upon signing the agreement. Employees of participating Merchants shall not obtain validation from any other participating Merchants for personal use. Employee use of Merchant validation coupon use may result in the suspension or termination of Merchant validation program eligibility. Merchants should provide employees with parking options offered by the City's Parking Services Division information and confirm employee earning eligibility where applicable. It is the responsibility of the merchant to inform employees that use of Merchant Validation coupons issued by their employer or other participating merchants is prohibited.
- _____
(INITIAL)
8. **PROGRAM COMPLIANCE:** The city reserves the right to request updated employee vehicle license plate information at any time and conduct validation use audits for program integrity and compliance. 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)
9. **FUTURE ORDERS:** Merchants shall submit new order requests **5 business days prior to** validation coupon need. All completed orders are available for pick up at Revenue Services Division, 915 I Street, Room 1214, Sacramento, CA 95814. All validation orders must be submitted online at: https://sacramento.formstack.com/forms/pw_merchant_validation_order_form
- _____
(INITIAL)
10. Merchants must not duplicate, distribute, or sell validation coupons, nor promote their sale. Any violation of this rule will lead to immediate removal from the program, with reinstatement only permitted at the discretion of the Parking Division Manager.
- _____
(INITIAL)
11. 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.
- _____
(INITIAL)
12. Merchants' covenants that there shall be no discrimination against any person or group based on race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status, disability, national origin, ancestry, age, genetic information, political affiliation, military service, or any other characteristic protected by local, state, or federal law or regulation in the performance of this agreement.
- _____
(INITIAL)
13. Merchant participation rights under this agreement shall not be transferable or assignable, and any attempted transfer or assignment shall be void.
- _____
(INITIAL)
14. No failure of the 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)
15. All application review status, reissuance requests, order confirmations or program questions may be directed by contacting ParkingCS@CityofSacramento.org OR by calling (916) 808-5110.
- _____
(INITIAL)
16. All correspondence to the Merchant shall be addressed to the address set forth below. City of Sacramento, Revenue Services Division, 915 I Street, Room 1214, Sacramento, CA 95814, ATTN: Validation Program Coordinator.

Merchant signature represents authority to execute this agreement and to bind the party on whose behalf the parking agreement execution is made.

Merchant Signature: _____ **Date:** _____

Application Approved By: _____ **Dat:** _____

Old Sacramento District Merchants validations orders are processed at the District Office by contacting Chelsea Evans, Old Sacramento Waterfront District Manager, at (916) 970-5226 or email at info@oldsacramento.com.

Merchant Applicant Information (PRINT)

Merchant Name:			
	YES NO (Check one)	Nature of Business	
Is this a Retail Business?			
Business Name:		Business Phone:	
Business Address:			
Merchant Designated Contact Name (First & Last Name):			
Job Title			
Email Address:			
Number of Customer Entrances (for window decals):			

To complete the application process, attach the following documents (application pages 4 & 5):

- **List of employees' names, addresses and vehicle license plates (including owners & managers)**
- **Order form for initial purchase of validation coupons**

Once approved, Merchant will be advised of pick-up information for initial order.

MERCHANT VALIDATION ORDER
(For Initial Orders Only**)**

Merchant Name:	<hr/>		
Order Submitted By: (First & Last Name)	<hr/>	Business Phone:	<hr/>
Business Address:	<hr/>		
Total Number of Validations Ordered (100 per bundle)	# Bundles	x 100 =	
Initial Order Amount Due:	# Bundles	x \$100.00 =	
Preferred Payment Method:	CHECK	CASH	CREDIT

Make checks out to “City of Sacramento” and submit with order form & application agreement to:
City of Sacramento
Revenue Services Division
915 I Street, Room 1214
Sacramento, CA 95814
ATTN: Validation Program Coordinator

CASH or Credit Card PAYMENT OPTION: DO NOT MAIL CASH. Cash Or Credit Card payment method options may be accepted at the office address above the application after application is approved and initial order readiness has been provided.

Old Sacramento District Merchants validations orders are processed at the District Office by contacting Chelsea Evans, Old Sacramento Waterfront District Manager, at (916) 970-5226 or email at info@oldsacramento.com.

Authorized Purchaser Signature: _____ Date: _____



EMPLOYEE LIST
(Including owners & managers)

MERCHANT NAME (PRINT): _____

Employee Name	License Plate Number	Vehicle Description (Make, Model, Color)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Use additional sheets if necessary.



Merchant Validation Program 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 application 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 or delivered in person to: City of Sacramento, Revenue Division 915 I Street, Room 1214, Sacramento, CA 95814, fax (916) 808-1935, 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 status and pick up readiness of the initial order. Upon receipt of your first order, you will also be provided with window decals that will identify your establishment as a participating validating merchant. The window decals should be placed in an area that can be easily seen by your customers, typically a window located by the entrance.

Old Sacramento District Merchants validations orders are processed at the District Office by contacting Chelsea Evans, Old Sacramento Waterfront District Manager, at (916) 970-5226 or email at info@oldsacramento.com.

2. How do I order more validation coupons?

Once your establishment has been approved for the program, online orders can be submitted at: https://sacramento.formstack.com/forms/pw_merchant_validation_order_form

All orders require a minimum of 5 business days' advance notice prior to the actual need and are available in minimum orders of 100 coupons (1 bundle) for \$100.00. Partial bundles or coupon orders quantities of less than the minimum order established are not sold.

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. All coupon orders must be picked up in person. We do not offer the mailing option of validation orders, as validation cannot be voided once produced and can be lost or damaged in the delivery process.

Merchants' order requests received will be processed in the order received. Merchants are responsible and must pay for additional or duplicate orders submitted.

3. Do the validation coupons ever expire?

Coupons are good for one calendar year from the date printed. The print date is located on the bottom section of the validation coupon. 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 or reissuance are provided for expired coupons.

4. Can I request a refund or exchange for unused validation coupons?

No, unused coupons are non-refundable, and validity periods cannot be extended after issuance. Please base all subsequent orders on the frequency of your establishment usage and do not purchase more than you need.

5. How do the validation coupons work?

The merchant validation coupons provide 2 hours face value parking at any city-owned parking garage. The validation coupons are provided in a hardcopy QR barcode image. The validation coupon contains the valid discount value, designated garage for use and valid dates.

To redeem the parking validation coupons:

- Prior to leaving the parking facility, the customer will insert the initial parking ticket obtained at entry into the Pay-on-Foot Device OR exit device located by the gate. Each device will provide total parking fees due. Customer will redeem the validation coupon by scanning the QR code under the red infrared light.
- Once the validation is acknowledged, the system will provide information on any additional parking fees due.
- Once the remaining parking fee payment is completed, depending on the equipment device used, the customer will either receive an exit ticket at the Pay on Foot Device OR if at the exit gate, the gate arm will automatically rise.

6. How do I quit the program?

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

7. What if I have additional questions?

Please call the Validation Program Coordinator at (916) 808-5117.