



MONTHLY PARKING AGREEMENT

GARAGE NAME or ADDRESS: _____

FOR OFFICE USE ONLY

MONTHLY RATE			ACCOUNT TYPE				START DATE	END DATE
NET	TAX	GROSS	DAY	TENANT	NEW			
			NIGHT	RSVD	CHANGE			
			24 Hrs					
			1 MONTH EXPIRING ON				ACCOUNT #	

CUSTOMER MUST COMPLETE FORM BELOW. SIGN BOTH PAGES AND RETURN TO THE GARAGE

CUSTOMER / BILLING INFORMATION

<u>Name</u>	
<u>Address</u>	
<u>City, State and Zip Code</u>	<u>Telephone</u>
<u>E mail address</u>	

AUTHORIZED DRIVERS

<u>Driver 1</u>	<u>Driver 2</u>
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VEHICLE INFORMATION

<u>Make</u>	<u>Model</u>	<u>Color</u>
<u>Year</u>	<u>LICENSE PLATE</u>	<u>STATE</u>

Monthly accounts commence on the 1st of each month. A late fee applies for payments received after the 5th of each month. Space being engaged for entire month and no allowance will be made for absence for any part thereof. Garage is not responsible of any articles or personal property left in car. By signing below, customer hereby expressly acknowledges and represents that he/she, understands and agree with the terms and conditions set on the front and back of this Monthly Parking Agreement and that all information they have given on this form is true.

CUSTOMER SIGNATURE

DATE

MONTHLY PARKING RULES

This Agreement is made upon the understanding that if accepted by Operator, parking space for Patron's vehicle will be furnished upon the following express conditions, to which Patron hereby agrees.

- 1) This Agreement is for the vehicle specified in this application, and the assigned space, if any, as indicated only. Parking privileges granted by the terms of this Agreement are applicable only to the vehicle described herein, are personal to Patron, and may not be assigned. Patron shall immediately advise Operator of any change in the status of the vehicle covered by this Agreement, and shall also advise Operator immediately of any change in the description or license plate of same. No vehicle will be given to any person other than the designated owner/registered applicant unless the person is listed as an authorized driver or possesses a letter of authorization signed by the designated owner/registered applicant of the vehicle. A replacement vehicle will be permitted only if it is driven by the registered applicant of the regular vehicle and a rate per day is paid upon exiting the garage.
- 2) Operator is not an insurer, and shall not be responsible for fire, theft, accident, loss or damage to the vehicle or its contents, or for any other damage to Patron or Patron's property. Operator shall be responsible for only loss or damage resulting from Operator's negligence or the negligence of Operator's employees acting within the scope of their employment to the extent required by law. Operator does not waive any defenses to such claim as are available by law, including but not limited to, negligence or contributory/comparative negligence and fraud.
- 3) Patron understands and agrees that this is a license to park only; that no bailment is created; and that Operator is under no obligation to render, give or cause to be given, any service whatsoever to Patron, or in connection with Patron's vehicle, other than providing the privilege of parking in Operator's subject premises under the terms of this Agreement.
- 4) Patron is prohibited from storing or placing items, in or around a parking space. This includes but not limited to, bicycles, tires, luggage racks, trailers, furniture, infant car seats, etc.
- 5) Patron or other person or entity named as responsible for payment of monthly parking charges agrees that such payments are due and payable on the first day of each calendar month during which Operator provides such parking privileges, together with payment of such other charges that may have been incurred during the preceding calendar month. Patron agrees to pay together with all applicable taxes at, the parking facility, or at such other address as may be designated by Operator from time to time. It is expressly understood and Patron agrees that the monthly rate is subject to change by Operator upon the same becoming effective.
- 6) Parking privileges shall only be provided on the basis of a calendar month, and shall not be prorated in the event an application is received on other than the first day of the month. No allowance will be made for the time the space is not used, including, but not limited to vacations or illness.
- 7) Patron is hereby advised and understands that the premises within which parking space is located, is unheated at all times and that the Operator can not guaranty the security of the Premises.
- 8) It is expressly understood and agreed that Patron has no proprietary interest whatsoever in the specific space, if any, assigned to him and Operator shall have the right to change the assigned space, if any, at any time without prior notice.
- 9) Parking privileges may be surrendered only upon written notice given to Operator not less than thirty (30) business days prior to the expiration of the current calendar month. No such notice shall be valid unless all charges due Operator have previously been paid, including parking charges for the month during which such notice is given. In the event of such surrender, Operator shall be under no obligation to refund any unearned parking charges previously paid.
- 10) Parking privileges may be terminated by Operator at any time upon notice. In the event of such termination and provided the vehicle has been removed and all charges due Operator have been paid, Operator will refund any unearned parking charges so paid.
- 11) If Patron shall be in default for a period of five (5) days for non-payment of parking charges or charges for repairs, gasoline or other supplies or services furnished to such vehicle by Operator, or to such other vehicle as may be substituted by Patron, with or without Operator's permission. Operator is authorized at its option to place Patron's vehicle on a transient ticket basis; to immobilize the vehicle (at Patron's expense), and/or to open the vehicle to secure it or transfer it; to hold Patron's vehicle and/or transfer such vehicle to another location of Operator's with Patron held responsible and liable for all parking fees at such location or to a location authorized and/or designated by applicable law at Patron's expense and responsibility; and/or sell such vehicle pursuant to law. Operator, its agent, and/or employees shall not be responsible for any damage to vehicle in relocating and/or securing the same.
- 12) **IF PATRON DEFAULTS FOR NON-PAYMENT AS SET FORTH IN PARAGRAPH 11 ABOVE SHALL CONTINUE FOR A PERIOD IN EXCESS OF FIVE (5) DAYS, THEN, AND IN SUCH EVENT, OPERATOR MAY, AT ITS OPTION, CHARGE PATRON THE DAILY RATE PLUS A LATE FEE ON THE AMOUNT OWED.**
- 13) It is expressly understood and agreed that Patron shall pay a \$35.00 fee for any check or draft returned to Operator for insufficient funds or otherwise dishonored by the institution responsible for payment thereon.
- 14) Self-Park Patrons:
 - a) It is expressly understood and agreed that the Patron will park in the area assigned and failure to park in said assigned area will subject the Patron to daily penalties.
 - b) It is expressly understood that all employees of Operator have been and are forbidden to drive any motor vehicle of any Patron. In the event patron requests any employee of Operator to drive the motor vehicle within or without Operator's premises for any purpose whatsoever, such employee shall be deemed to be the agent of, and acting for the sole benefit of Patron, and shall not be deemed to be the agent, servant, and/or employee of Operator in connection with such act or acts.
 - c) All vehicles driven and self-parked by Patron are at Patron's own risk and responsibility. Patron shall keep said vehicle completely locked, with all the windows closed, and shall remove keys from the vehicle.
- 15) It is expressly understood that the failure of Operator to exercise any of the rights and options granted to it under the terms of this Agreement does not constitute a waiver of such rights or options, and all provisions of this Agreement shall be deemed to continue in full force and effect.
- 16) Patron understands and agrees to conform to and obey the rules and regulations promulgated by Operator for the operation of the parking facility and Patron agrees to use the parking facility in a manner specified by said rules and regulations.
- 17) This Agreement shall not be binding upon Operator unless and until signed by the Operator.
- 18) Signature by Patron or acceptance of a monthly parking card or permit shall constitute Patron's acceptance of all of the foregoing terms and conditions.

The foregoing has been read and accepted by Patron

Patron's Signature