



NAGLE PARKING INC.
31 Nagle Avenue
New York, New York 10040
646-964-4406
monthly@nyparking.info

TODAY'S DATE: _____

START DATE: _____

MONTHLY APPLICATION FORM
PLEASE FILL OUT AND EMAIL IT TO
Monthly@NYParking.info

Monthly Parking Application Form

Account Responsibility (select one) _____ Company Account _____ Individual Account

NAME (COMPANY OR INDIVIDUAL) _____

PARKER'S NAME: _____

BILLING ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

BUSINESS PHONE: _____ ALTERNATE PHONE: _____

EMAIL ADDRESS: _____

PRIMARY VEHICLE

Year _____ Make/Model _____

Color _____ Plate# _____

State _____ VIN # _____

Tax Exempt Cert. # (please provide copy of Cert.) _____

NAGLEPARKING INC.

FOR OFFICIAL USE ONLY

START DATE _____ ACCOUNT NUMBER _____ Plate# _____

ACCOUNT NAME _____

MONTHLY AMOUNT _____ PRORATED AMOUNT _____

END DATE: _____

OTHER COMMENTS _____

RULES AND REGULATIONS

CONCERNING MONTHLY SPACE HOLDER PARKING RIGHTS

Parking Rights.

- The purchase of a Parking Permit grants the Monthly Card Holder a license to park at **31 Nagle Avenue, New York, NY 10040** parking facility, conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time. **The Monthly Card Holder may cancel parking privileges at the end of any given calendar month on at least thirty (30) days prior written notice to Nagle Parking's main office via email at Monthly@NYParking.info** The Parking Operator reserves the right to cancel parking privileges at any time, although the Parking Operator will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond the Parking Operator's control, or (ii) the Monthly Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations. Discontinuation of usage of account without notification to the operator and/or non-payment does not indicate cancellation.
- **License:** Upon entering into this Agreement, accepting the Terms, and completing the monthly application sign up process, **Nagle Parking** will grant Customer a revocable license (the "**License**") to park one vehicle at a parking facility operated by an **Nagle Parking** subsidiary (the "**Garage**"). The License is not transferrable to any other garage operated by the Company or to **any other individual**, although You may identify more than one authorized driver. You may substitute a different vehicle to replace the vehicle identified by You in the Application Form at the same rate, but only if the replacement vehicle is of a similar size and type, i.e., you may not substitute an oversized vehicle for a standard size vehicle. Customer may park a replacement vehicle temporarily in limited circumstances, i.e., when Customer's vehicle is being serviced or repaired. If Customer wishes to use the License to temporarily park a replacement vehicle, it must be driven by Customer and a "no value replacement ticket" must be signed at the Garage. The License is, in all respects, subordinate to the Garage's right to control the facility, either through a lease or other agreement. In the event the Garage's agreement or right to operate its facility terminates for any reason, the Company may terminate this Agreement and revoke the License immediately; in such event Customer will be entitled to a pro-rated refund unless Customer's actions contributed to the Garage's loss of its right to operate its facility. Garage hours of operation are subject to change.
- **Non-Assignability.** **Parking privileges may not be transferred, assigned, or resold.**
- **Monthly Space Holder.** The Monthly Space Holder must complete and deliver to Parking Operator a "Monthly Space Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Parking Operator should modify the Monthly Space Holder Application, the Monthly Space Holder must promptly submit a new Monthly Space Holder Application and or update their information. The Garage will only release the vehicle to You, or an individual identified as an additional authorized driver. For best service please notify the Garage at least one hour before you will need your vehicle.
- **Monthly Parking Fees.** Monthly parking fees are established by the Parking Operator and are subject to change (the Parking Operator will give Monthly Space Holders as much advance notice of change as is practicable). Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Space holder does not use parking privileges. The monthly parking fee must be paid prior to the first day of the month to which it applies. The Parking Operator reserves the right to assess a charge, which shall be due from the Monthly Space Holder within 10 days from the date of assessment, for any check that is not honored when presented for payment.
- **Use of the Garage.** The Parking Operator may establish and distribute operating rules relating to proper use of the Garage. A Monthly Space Holder must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations and shall always follow safe driving practices while in the Garage.

- **Customer Conduct:** Customer must follow the specified traffic pattern and all signage in the Garage. Customers should treat Garage's employees with courtesy and respect. Verbal or physical abuse against any Garage employee entitles and may result in the Garage refusing provide services to Customer and may result in termination of this Agreement. No refund will be issued in the event that Customer is barred from parking in the Garage(s) as a result of abusive behavior or failure to follow instructions from Garage's employees or signage in the Garage(s).
- **No Commercial Use.** The Monthly Space may be used only to park a passenger car, van or light truck having a maximum height no greater than the maximum height posted and of such length and width such that it fits within a conventional parking space. The Garage may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery, or other services, except with the Parking Operator's prior written consent.
- **No Storage, Abandonment.** The Garage may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Garage for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Garage (Parking Operator will endeavor, but is not required, to send notification to the Monthly Space Holder at the current billing address five (5) days before removal), in which event neither Parking Operator nor the Garage owner shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Monthly Card Holder upon being billed therefore by the Parking Operator.
- **Default.** If the Monthly space Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within ten (10) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Parking Operator (it being understood that no cure period will be afforded in the case of repeated or egregious violations), Operator may immediately suspend all parking privileges and deactivate the Monthly Card.
- **Interest in Late Payments.** Interest shall accrue on all overdue and unpaid parking fees and any other unpaid charges, commencing on the first day of the month in which payment thereof became due, \$25.00 late fee will be applied.
- **Early Cancellation of a Pre-Paid Account.** Early cancellation of the prepaid parking account will result in a refund (if applicable) calculated using normal rates and will not consider any discounts or special offers which were applied. Furthermore, you will pay for parking up to and including the date of your cancellation.
- **No Liability of Parking Operator or Garage Owner.** Payment of the applicable monthly parking fee grants the Monthly Space Holder a license to park only, and no bailment is limited or shall be deemed created. To the fullest extent permitted by law, neither Parking Operator nor the Garage Owner , nor respective officer, directors, beneficiaries, agents, employees, successors and assigns, shall be RESPONSIBLE or LIABLE to any extent for (i) Damage to or theft of any vehicle or its contents due to fire , collision, vandalism or any other cause,(ii) injuries or liabilities suffered by any person while using the garage ; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the garage.

Date: _____ Sign: _____ Print: _____

WELCOME TO NAGLE PARKING

Dear Customers,

Below you will find important information regarding payments and late fees

Forms of payments: CASH, CHECKS, MONEY ORDERS AND CREDIT CARDS

1. Payments **MUST** be made no later than the 5th day of each month.
2. Late fee after the 5th day of the month will be 15% effective immediately.
3. Payments should be made out to:

Nagle Parking Inc

31 Nagle Avenue
New York, New York 10040
monthly@nyparking.info

- **PLEASE NOTE:**
Individual Parker's name and account number Must be included on the check or money order. If the Parking Provider raises their rates, you are responsible for keeping your payments up to date.
- **MONTHLY CUSTOMERS**
Each customer is responsible for paying the first (1st) of every month, without a reminder. In addition, all future invoices will be via electronic email and will require a valid email address on file.

The monthly parking fee is prorated only on the 15th of the month. In the event you sign up on or after the 15th of the month, you must pay for half of the current month plus the full amount of the following month. The monthly fee is not prorated upon cancellation.
- **CANCELLATION NOTICE:**
You may cancel parking privileges at the end of any given calendar month with a prior thirty (30) days' notice.

By signing below, you acknowledge that you have read and understand the above.

Date: _____ Signature: _____ Print: _____

Initials _____