

## **PUBLIC PARKING MONTHLY FORM**

Location Information  Location Name  Date:		Location Code: Account #	
Client Information Status of Account:	Regular Charges	_	
Party Responsible:		Company Name:	
Individual Name:	First	Start Date _	
	Midle	Projected End Date:	
	Last		
Job Title:		Main Email:	
Main Phone:		CC Email:	
Work Phone:		Website:	
Mobile:		Other:	
Fax:		Resale#:	
Billing Address:		Parking Tax Cert#:	
		Expiration Date:	
		Customer Type (office only):	
Rate (excluding tax)	\$	Vehicle Information:	
Rate (including tax)	\$	Account#:	
	\$	License Plate#:	
		Vehicle Make#	
	Credit Card Information:	Vehicle Model #	
	Credit Card Authorization Attached?  Yes No	License Plate State	
l		Vehicle Color	
Sign front and back	hereby agree to the terms on the front and back of this agreement.		
	Date:	Signature:	

## MONTHLY PARKING APPLICATION TERMS AND CONDITIONS

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 or any other vehicle substituted by Patron with Operator's prior written consent. and the assigned space, if any, as indicated. 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.
- 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. However, Operator shall be responsible for such loss or damage only if it results from Operator's negligence or the negligence of Operator's employees, occurring within the scope of their employment to the extent that it is responsible under the law; but Operator does not waive any defenses to such claim including, but not limited to, contributory negligence, comparative negligence or any other defense or remedy available
- 3. Patron or other person or firm named as being 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 the Operator provides such parking privileges, together with payment of such other charges as may have been incurred during the preceding calendar month. Patron agrees to pay by check, credit card or cash at the parking facility, or at such other address as may be designated by Operator from time to time and enter assigned account or space/seal number on the check. It is expressly understood and Patron agrees that the monthly rate is subject to change by Operator upon the same becoming effective. If payment is past due, patron agrees that parking charges can be billed to one of the credit accounts listed by patron on the credit card authorization for which is a separate agreement.
- 4. Where Operator first provides parking privileges on other than the first day of a given calendar month, parking charges shall be prorated after the fifteenth of that month and paid in advance, in addition to payment in full for the following month. No allowance will be made for the time space is not used, including, but not limited to vacations, seasonal circumstances or illness.
- 5. Patron is hereby advised and understands that the building, if any, within which parking space is located is unheated at all times.
  6. 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 license plate or description. Patron shall not substitute any other vehicle for the one designated in this Agreement without securing Operator's prior written consent.
- 7. 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.
- 8. Parking privileges may be surrendered only upon written notice given to Operator not less than thirty (30) days prior to the expiration of the current calendar month or, if less than thirty (30) days remain in said current calendar month payment by Patron of the next month's parking charges must be made. 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.
- 9. 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.
- 10. If Patron shall be in default for a period of ten (10) 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 maybe 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 agents, servants and/or employees shall not be responsible for any damage to vehicle in relocating and/or securing the same.
- 11. IF PATRON'S DEFAULT FOR NON-PAYMENT AS SET FORTH IN PARAGRAPH 10 ABOVE SHALL CONTINUE FOR A PERIOD IN EXCESS OF FIFTEEN (15) DAYS, THEN, AND IN SUCH EVENT, OPERATOR MAY, AT ITS OPTION, CHARGE PATRON INTEREST ON THE AMOUNT OWED, SUCH INTEREST TO BE SET AT THE HIGHEST LEGALLY PERMITIED RATE AS DESIGNATED BY APPLICABLE LAW, SAID INTEREST TO COMMENCE ON THE FIRST DAY OF THE MONTH FOR WHICH CHARGES HAVE NOT BEEN PAID.
- 12. All vehicles are driven at Patron's risk and responsibility.
- 13. 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, including, but not limited to, granting parking privileges to Patron's alternate or substitute motor vehicle without prior written consent, placing Patron's vehicle on a transient ticket basis, opening and/or holding Patron's vehicle and/or transferring said vehicle to another location of Operator's or to a location authorized and/or designated by applicable law or selling said vehicle pursuant to law or charging interest at the legally permitted rate for non-payment, 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.

- 14. Patron is liable for all taxes arising out of this occupancy.
- 15. Patron understands and agrees to conform to and obey the rules and regulations promulgated by the 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.
- 16. This Agreement shall not be binding upon Operator unless signed by it.
- 17. Monthly seals will remain property of the Operator. Any seal not returned to Operator upon cancellation of agreement will result in a \$30 fee any vehicle not properly displaying the monthly seal will be subject to daily transient rates. If vehicle is sold or transferred, patron must remove monthly seal and either return or transfer to new vehicle with the written approval of the Operator. Patron resumes responsibility for this seal, and in the event that said seal is lost a fee will be charged at the above rate.

Patron hereby acknowledges and represents that it has read, understands and agrees with the terms and conditions set forth on this page and upon the reverse side hereof.

Date:	Patron's Signature:
(Front and back must be signed)	