



OFFICE USE ONLY

Start Date _____
Date Acct Closed _____
Charge to Acct _____

Acct # _____
Sticker # _____
Space # _____

MONTHLY RESIDENTIAL OR COMMERCIAL PARKING APPLICATION

Please Print or Type

DATE _____ LOCATION NAME _____ DEPT.# _____
STATUS OF ACCOUNT REGULAR _____ OTHER _____
PARTY RESPONSIBLE FOR PAYMENT (PATRON) _____
DRIVER'S NAME _____ DRIVER'S LIC # _____ STATE _____
CURRENT RATE PER CAR (EXCLUDING TAX) _____ PRORATE \$ _____
CORRESPONDENCE TO (Check One) HOME _____ BUSINESS _____ NATURE OF BUSINESS _____
BUSINESS NAME: _____
BUSINESS ADDRESS: _____
CITY _____ STATE _____ ZIP _____ BUSINESS PHONE # (____) _____
HOME ADDRESS: _____ APT. # _____
CITY _____ STATE _____ ZIP _____ HOME PHONE # (____) _____
BILL TO (CHECK ONE) _____ BUSINESS _____ HOME _____
SECURITY DEPOSIT \$ _____ (IF APPLICABLE) IF TAX EXEMPT SUPPLY TAX EXEMPT # _____ Attach a copy of Certificate

STICKER #	YEAR	MAKE	MODEL	COLOR	LICENSE PLATE	STATE

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

Application Accepted

Customer's Name: _____
(herein referred to as "Patron")

By _____
For Office Use Only

By _____
Signature

[Empty box for office use]

Business Name and Title

NOTE: A vehicle owner engaged in commercial activity and occupying assigned space in a garage is subject to the Commercial Rent or Occupancy Tax Law and is required to file returns and pay the tax imposed by said law.

(herein below, the Operator)

MONTHLY RESIDENTIAL OR COMMERCIAL PARKING APPLICATION

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 the 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 the 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 the Operator's employees, occurring within the scope of their employment to the extent that it is responsible under the law; 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 under the law.
3. Patron understands and agrees that this is a license to park only; unless Operator specifically agrees 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.
4. 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 at the parking facility, or such other address as may be designated by Operator from time to time and enter assigned account or space/seal number on check. It is expressly understood, and Patron agrees that the monthly rate is subject to change by Operator upon the same becoming effective.
5. Where Operator first provides parking privileges on other than the first day of a given calendar month, parking charges shall be prorated for the balance 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 or illness.
6. Patron is hereby advised and understands that the building if any, within which parking space is located, is unheated all times.
7. Patron shall immediately advise Operator of any change in status of the vehicle covered by his Agreement, and shall also advise Operator immediately of any changes 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.
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 OPERATOR NOT LESS THAN TWENTY (20) DAYS PRIOR TO THE EXPIRATION OF THE CURRENT CALNDAR MONTH, OF IF LESS THAN TWENTY (20) DAYS REMAIN IN SAID CURRENT CALENDAR MONTH, PAYMENT BY PATRON OF THE NEXT MONTH'S PARKING CHARGES. 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 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 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 may be substituted by Patron, with or without Operator's permission, Operator is authorize to access up to \$50.00 late fee and/or 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 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 responsible for any damage to vehicle in relocating and/or securing the same.
12. **IF PATRON DEFAULT FOR NON-PAMENT AS SET FORTH IN PARAGRAPH 11 ABOVE SHALL CONTINUE FOR A PERIOD IN EXCESS OF FIFTEEN (15) DAYS, THEN IS SUCH EVENT, OPERATOR MAY, AT ITS OPTION, CHARGE PATRON INTEREST ON THE AMOUNT OWED, SUCH INTEREST TO BE SET AT THE HIGHEST LEGALLY PERMITTED RATE AS DESIGNATED BY APPLICABLE LAW, SAID INTEREST TO COMMENCE ON HE FIRST DAY OF THE MONTH FOR WHICH CHARGES HAVE NOT BEEN PAID.**
13. 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 drive his motor vehicle with or without Operator's premises for any purpose of Patron, and shall not be the agent, servant and /or employee of Operator in connection with such act or acts.
14. All vehicles are driven at Patron's risk and responsibility.
15. It is expressly understood that the failure of the Operator to exercise any of the rights and options granted to it under terms of this Agreement, including, but not limited to granting parking privileged to 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 or 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.
16. **PATRON IS LIABLE FOR ALL TAXES ARISING OUT OF THIS OCCUPANCY.**
17. Patron understands and agrees to confirm 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.
18. This Agreement shall not be binding upon Operator unless signed by it. It may not be changed, modified or supplemented in writing signed by both parties hereto.

CUSTOMERS SIGNATURE _____ DATE _____