

CONTRACT / APPLICATION FOR MONTHLY PARKING

(INCOMPLETE FORMS WILL NOT BE PROCESSED) (ONE APPLICATION PER PARKER ONLY) DATE: CUSTOMER NUMBER: (FOR OFFICE USE ONLY) **EFFECTIVE** DATE: PLATINUM PARKING (THE "OPERATOR") HEREBY GRANT TO PARKER: PARKERS BUSINESS NAME: PHONE: GCAK Bldg HOME PHONE: & Unit # BILLING UNIT# CELL ADDRESS: PHONE: CITY: STATE: ZIP: EMAIL ADDRESS: PRIMARY VEHICLE: SECONDARY VEHICLE / MOTORCYCLE: MAKE: MAKE: MODEL: MODEL: YEAR: YEAR: COLOR: COLOR: LICENSE LICENSE PLATE #: STATE: PLATE #: STATE: (CHECK APPROPRIATE BOX ✔) **PAYMENT INFORMATION:** All Accounts Are By Credit Card Billing Only - Charges Will Appear On Statement As Platinum Parking (PRINT) **MASTERCARD CARDHOLDER NAME:** VISA CARD MM/YY CARD NUMBER: **EXPIRES:** MONTHLY (SIGN) (DATE) **PARKING** CARDHOLER FEE SIGNATURE: MM/DD/YYYY Cardholder acknowledges receipt of goods and/or services in the amount of the total shown herein and agrees to perform the obligations set forth in the cardholder's agreement with issuer. All information provided to Platinum Parking for monthly parking agreements is used for the purpose of maintaining your parking account. The personal information provided in this agreement is always protected and is not sold or shared. The exception to this would be if the account becomes overdue and our attempts to collect fail. Your file would then be forwarded to an outside collection agency for collections. All information collected will only be used to recover unpaid charges. FOR INTERNAL OFFICE USE ONLY ACCOUNT RATE INVOICE **NUMBER:** CODE: TO: INDIVIDUAL: PROPERTY RATE PER LOT#: MONTH: **EMPLOYER:** ACCESS DEPOSIT RESIDENT : ___ CARD#: AMOUNT: STICKER RESERVED LEASING OFFICE: DECO#: SPACE #: APPROVED TERM DATE BY: MM/DD/YYYY By signing this Contract, I acknowledge that I have read and agree to all of the terms and conditions contained on this application and herein: APPLICANT'S SIGNATURE: X **DATE:**

PARKING CONTRACT TERMS AND CONDITIONS

THE PRIVILEGE OF PARKING THE REFERENCED VEHICLES IN THE GARAGE (THE "GARAGE"), UNDER THE TERMS AND CONDITIONS, AND SUBJECT TO THE RULES AND REGULATIONS, SET FORTH BELOW:

CONTRACT PARKING AGREEMENT

- 1. Parker agrees to pay Operator monthly fee during the term of this contract, subject to Section 3 below, as a fee for said parking privileges by the first (1st) day of each month for which the fee is due. Accounts are considered delinquent if full payment is not received by 12:00 noon on the tenth (10th) day of each month, at which time all parking privileges granted under this agreement will be suspended and a late fee will be imposed. All delinquent accounts must be paid in full prior to parking privileges being reinstated. Prior to being issued an access card, Parker must pay a \$10.00 refundable deposit and full first month's rent.
- 2. Parker understands that there will be a \$10.00 non-refundable fee for replacement of any access card damaged or lost by Parker.
- 3. All parking rates are subject to change, unless agreed upon otherwise in writing, by Operator and Parker's employer. No allowances shall be made in billing for time not used.
- 4. Parker agrees that the monthly fees noted herein are for parking privileges only. The Owner and Operator of the Garage will not be responsible for, and I agree to hold Operator and Owner harmless from, all loss and damage by fire, vandalism, misdelivery, theft, or otherwise, except such loss is occasioned by the gross negligence or willful misconduct of Operator or Owner. Any such loss in any one occurrence is limited to \$100 per vehicle due to or occasioned by the ordinary gross negligence of the Operator or Owner. No employee has authority to vary or increase Owner's or Operator's liability; notice to employees of either Owner or Operator of personal property left in car poses no liability on Operator or Owner for loss or damage.
- 5. Parker agrees to abide by all regulations pertaining to the use of the facility as may from time to time be prescribed or amended by the Operator or Owner.
- 6. Parker agrees to park all vehicles only in the areas of the Garage designated by the Operator. Parker further understands all vehicles parked in unauthorized areas are subject to removal from the facility by towing or immobilization at the sole cost and expense to the Parker.
- 7. Parker agrees to the terms of this agreement is one calendar month, automatically renewable each calendar month upon the timely receipt by the Operator of the prevailing fees as previously stipulated herein. The Parker understands that the Operator may terminate this agreement by giving written notice to the Parker at the address listed herein at any time.
- 8. Should any of the provisions contained in the Agreement, for any reason, be held to be invalid, illegal, or unenforceable, such provision shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GARAGE RULES AND REGULATIONS

- 1. An access card is to be used at all times to operate the computerized entrance and exit gates to and from the Garage. It is important to remember that these access cards must be used in entrance / exit sequence. FAILURE TO EXECUTE THIS SEQUENCE WILL CAUSE THE COMPUTER TO AUTOMATICALLY LOCK OUT YOUR ACCESS CARD AND PREVENT IT FROM OPENING ANY GATE UNTIL IT IS REPROGRAMMED. Operator and Owner reserve the right to charge a \$10 Reprogramming Fee for each occurrence.
- Access cards will be distributed by the Operator and are NOT TRANSFERABLE.
- 3. The Operator requires that a Contract / Application Form for Monthly Parking be completed and signed by the Parker prior to the issuance of an access card. A refundable deposit is required for each card. Only one card per parker is allowed.
- 4. Upon exiting the Garage, all parkers must either present an operable access card or pay the applicable daily rate, which rate will be refunded, in full, if the Parker presents their activated access card and receipt to the cashier within 36 hours. Any monthly parker refusing to pay the daily rate will have their access card deactivated immediately and a \$10.00 fee will be assessed for reactivation.
- 5. Access cards must be returned to the Operator within thirty (30) days following a notice of termination in order to receive a refund of their deposit.
- 6. THE SPEED LIMIT OF THE GARAGE IS FIVE (5) MILES PER HOUR.
- 7. If a Parker is found guilty of disregard or damage to any personal property in the Garage, or violation of any of these rules, or of damaging any equipment or structures in the Garage, or abusive to Operators / Owners employees the parker may have his / her parking privileges cancelled immediately and will be subject to prosecution.
- 8. Vehicles should be parked in the center of each space. Vehicles habitually parked off-centered so far as to encroach upon neighboring spaces may be towed from the Garage by the Operator at Parker's expense.
- 9. Parker agrees not to park in **Reserved, Handicapped, or otherwise restricted spaces** without authorization. Violation may result in the vehicle being towed from the Garage by the Operator at Parker's expense.
- 10. Operator and Owner reserve the right to close the Garage for repairs and maintenance. At such time, Operator and Owner shall seek to minimize any inconvenience to Parkers. No refunds or credits will be given when Garage is closed.
- 11. Any Parker using their access card to allow access to the Garage to anyone other than himself / herself is subject to, at Operator's sole discretion, a \$25 fine per occurrence and / or immediate termination of all parking privileges granted under this contract.
- 12. Operator and Owner reserve the right to modify or change these rules and regulations and to void access cards. Any vehicle in violation of these parking rules and regulations will be subject to being towed at Parker's expense. Parking privileges can be cancelled with no liability to Operator or Owner.
- 13. All parking violations and fees must be paid within thirty (30) days from the date issued.
- 14. All visitors, guests, and contractors for the residents must pay the parking fee unless authorized by the Operator in writing.
- 15. Vehicles registered to any residential unit must comply with valid safety inspection and vehicle registration and are subject to being ticketed or towed from the garage. Any resident owning multiple vehicle are subject to an addition charge per space.
- 16. Parker agrees to keep their motor vehicle in good working condition free of any fluid leakage, flat tires, and will maintain a clean appearance or subject to being towed from the garage.
- 17. The parking garage is for parking registered motor vehicles during the term of this agreement. At no time will the parker use the garage to maintain, store the vehicle or use of this space for any other purpose than what it was intended.