

MONTHLY PARKING AGREEMENT

HAWTHORNE STREET & BROOKLYN AVE
BROOKLYN, NY 11230

LAST NAME:
FIRST NAME:
STREET: APT. #
CITY: STATE: ZIP:
HOME PHONE:
WORK PHONE:

MONTHLY RATE:
VEHICLE MAKE/MODEL:
COLOR: YEAR:
PLATE #: STATE:
SPACE #:

- 1. This agreement is for the vehicle specified in this agreement or any other vehicle substituted by Patron with Operators prior written consent and the assigned space or storage unit as indicated. Parking or storage privileges granted by the terms of this agreement are applicable only to the vehicle and Patron described herein and may not be assigned. Illegally parked vehicles will be towed at Patrons expense.
2. Operator is not an insurer and should not be responsible for fire, theft, accident, loss, or damage to the vehicle or its content, or to the contents of the storage unit, or for any other damage to, but Operator does not waive any defenses to such claim including but not limited to contributory negligence or any other defense or remedy available under the law. Patron understands that the facility is unattended.
3. Patron or other person or firm named as being responsible for payment of monthly parking or storage charges agrees that such payments are due and payable on the first day of each calendar month during which Operator provides such parking or storage privileges together with payment for such other charges as may have been incurred during the preceding calendar month. Patron agrees to pay by check 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 expressly understood. Patron agrees that the monthly rate is subject to change by Operator upon the same becoming effective.
4. Patron is hereby advised and understands that the building, if any, where the parking or storage space is located is unheated at all times.
5. It is expressly understood and agreed that Patron has no proprietor interest whatsoever in the specified space or storage unit. If any, assigned to him, and Operator shall have the right to change space or storage unit, if any, at any time without prior notice.
6. Parking or storage privileges may be surrendered only upon written notice given to Operator not less then twenty days prior to the expiration of the current calendar month or if less than twenty days remain in said current month, payment by Patron of the next month's parking or storage charges. No such notice may be valid unless all charges due to Operator have previously been including parking or storage charges for the month during which notice is given. In the event of such surrender, Operator shall be under no obligation to refund any unearned parking charges previously paid.
7. Parking or storage privileges may be terminated by Operator at any time upon notice. In the event of such termination, and provided the vehicle or storage have been removed and all charges due Operator have been paid. Operator shall be under no obligation to refund any unearned parking or storage charges previously paid.
8. If Patron shall be in default for a period of five days for non-payment of parking or storage charges to such vehicle Operator or to such other vehicle or storage as may be substituted by Patron, with or without Operator's permission. Operator is authorized at its option to charge Patron a \$20 late fee and to place Patron vehicle or storage 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 or storage 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 securing the same.
9. There will be a bounced check fee of \$25 plus bank fee charges applied to all returned checks.
10. If Patron defaults for non-payment as set forth in paragraph 8 above shall continue for a period in excess of fifteen day, then, and in such event, Operator may, at its option charge the Patron interest on the amount owed, such interest to be set at the highest legally permitted rate designated by applicable law said interest to commence on the first day of the month for which charges have not been paid.
11. All vehicles are driven at Patron's risk and responsibility. Usage of the storage facility or grounds are at Patron's risk and responsibility
12. Patron understands and agrees to confirm and obey the rules and regulations promulgated by Operator for the operation of the parking or storage facility and Patron agrees to use the parking or storage facility in a manner specified by said rules and regulations.
13. All vehicles parked within the facility must comply with all City, State, and/or Federal laws and regulation in regards to the display of License Plates, Inspection Stickers, and Registration Tags. No vehicle will be permitted to remain in the facility if any of the aforementioned times has expired. Vehicles without License Plates are considered Abandoned and automatically be removed from the facility and impounded pending disposition. All Expenses incurred in the removal and disposition of said vehicle shall be sole expense of the Patron.
14. Patron is required to park and lock his/her own car or storage unit. All responsibility for damage to cars or storage is assumed by Patron. The Operator assumes no responsibility for loss or any other damage.
15. Spaces rented to persons are for the express purpose of parking one automobile per space.
16. Washing, waxing, cleaning, oil changing, or servicing of any vehicle by the Patron and/or his agents is prohibited.
17. "Operator" throughout the agreement includes the parking lot operator, property owner, their subsidiaries, and successors.
18. Patron acknowledges a full understanding of all rules and regulations and further acknowledges that he or she was given an opportunity to ask pertinent questions. Acceptance of monthly parking or storage shall constitute enforcement of the above rules including without limitation, any towing and related costs or damage and agreement that Patron shall hold the Operator harmless and shall indemnify it from and against any all loss or liability incurred in connection with the foregoing rules and Regulations.

SIGNATURE:

DATE: