



# Monthly Parking Agreement

## PARKING FACILITY ADDRESS

### CUSTOMER INFORMATION

Name: \_\_\_\_\_  
*Customer/Company Name*

Home Address: \_\_\_\_\_  
*Street Address* *Apt #*

\_\_\_\_\_ \_\_\_\_\_  
*City* *State* *ZIP Code*

Work Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Building Tenant (Yes/No): \_\_\_\_\_ Email Address: \_\_\_\_\_

If Yes, Tenant/Company Name: \_\_\_\_\_

### BILLING INFORMATION

Name: \_\_\_\_\_  
*Customer/Company Name* *Start Date*

#### Administrative Use Only:

Beginning Monthly Rate: \$ \_\_\_\_\_ Card Issued Permit: # \_\_\_\_\_

Activation/Lost/Damaged Card Fee: \$ \_\_\_\_\_ Reactivation Fee: \$ \_\_\_\_\_

#### REMIT PAYMENTS TO:

**One Parking, Inc., 477 S Rosemary Ave, Suite 202, West Palm Beach, FL 33401**

### VEHICLE INFORMATION

Vehicle Plate No.: \_\_\_\_\_ Make: \_\_\_\_\_

Model: \_\_\_\_\_ Color/Year: \_\_\_\_\_

Vehicle Plate No.: \_\_\_\_\_ Make: \_\_\_\_\_

Model: \_\_\_\_\_ Color/Year: \_\_\_\_\_



## One Parking Monthly Agreement

This Contract for Services ("Agreement") is made by and between One Parking of \_\_\_\_\_ ("One Parking") and Customer ("You"), ("Agreement").

**Parking Services-** This agreement licenses You to park and lock one vehicle in a parking stall in a designated area in the parking facility and no Title, Possession, nor Bailment is created between You and One Parking. You agree to park during the hours that the garage is open for business upon payment of the monthly parking rate and a late charge if applicable.

**Self Parking Services-** For Self Parking Services, a temporary license to park one vehicle is hereby granted personally to You and no Title, Possession, nor Bailment is created between You and One Parking. We do not provide guards, or assume liability for criminal acts.

**Monthly Parking Rate-** The Monthly rate for rental of parking space is payable one (1) month in advance and must be paid NOT later than the 1<sup>st</sup> day of each month. Payments are accepted at any time throughout the prior month. After the 5<sup>th</sup> of the month You are parking, unpaid cards will automatically be deactivated, this agreement will automatically be canceled, and daily parking rates will apply. NO deductions or allowances from the monthly rates will be made for the days customer does not use the parking facility. All monthly parking contracts are on a month-to-month basis, unless stated otherwise in your lease agreement. **NO REFUNDS WILL BE MADE FOR UNUSED PORTIONS OF A MONTH.**

**Prorated Monthly Rate-** Cards purchased after the 15<sup>th</sup> of the month will be prorated for one half of the month. Proration is only available to new tenant parkers. For accounting purposes, the monthly rental period runs from the 1<sup>st</sup> of one month to the 1<sup>st</sup> of the next month.

**Limitation of Liabilities- One Parking disclaims any liability, to the maximum extent permitted by law, any damage to your person, vehicle or contents therein, including but not limited to, fire, theft, damage, collision, or water damage. Please do not leave keycard or other valuables in plain view.**

**Keycard Issuance-** The monthly parking card supplied entitles the assigned cardholder to occupy one (1) parking stall. Your card must be used to enter and exit the parking garage at all times. Your card should be used to enter and exit even if the gate is in the up position.

Each monthly parker is issued a keycard which activates the parking equipment, This card is numbered, recorded and assigned to a specific parker only and is not to be transferred or reassigned without the parking office's consent.

You should not take tickets from the ticket dispenser. If You have taken a ticket to gain entrance due to a keycard malfunction, please contact the parking office for assistance.

**Applicable Fees-** All fees are non-refundable

- Fee for replacement of lost or damaged cards will be \$25.00, where applicable.
- There will be a \$25.00 late fee charge if we do not receive a payment by the 10<sup>th</sup> day of the month, where applicable.
- There is a one-time account set-up fee of \$25.00 for new individual contracts outside tenant lease allocation, where applicable.

**Termination for assistance in unlawful entry-** Under no circumstances should You assist any other parkers or visitors to gain entrance or exit with their keycard. One Parking reserves the right to revoke monthly parking privileges upon reasonable suspicion of such activity and Your keycard will be voided immediately. Furthermore, You will be required to pay the other person's parking fees if this practice is observed. One Parking reserves the right to repossess all invalid keycards.

**Termination at will-** This contract is on a month-to-month basis and can be terminated at any time, upon the close of any given month.

**General Garage Rules-** Maximum speed limit is 5 MPH. Compact stalls are for compact cars only. Park within marked stalls only. Observe all stop signs. Violation of any garage rules may result in suspension of parking privileges or vehicle removal from the premises. Visitor parking is designated and reserved for use by visitors only.

**Specific Garage Rules-** Customer agrees to follow the instruction of the garage personnel and posted signage.

**Valet Services-** In the event that One Parking employees provide assistance (valet, tandem, stack), please do not submit all keys. Ignition and door keys are the only keys required.

**New Vehicles-** Please contact the parking office immediately when changing vehicles, i.e. new car, or deleting a keycard.



All damage must be reported in writing to the parking office before leaving the facility.

**Refund Policy-** This organization has a NO Refund or Return Policy and the sale shall be considered final when made.

**Privacy Policy-** One Parking's privacy policy has been compiled to better serve those who are concerned with how their "Personally Identifiable Information" (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

- When ordering or registering on our site, as appropriate, You may be asked to enter your Name, Email address, Mailing address, Phone number, Credit card information or other details to help you with your experience.
- Information acquired from You when you register with One Parking, purchase services from One Parking, respond to a survey, or contact our website, are used solely for the purposes of processing Your transactions and making contact with You at a later date.
- Your Personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. All sensitive/credit information you supply is encrypted via SSL technology.
- Website cookies are used in order to successfully complete transactions and for tracking purposes. Disabling cookies will disable some features that make your site experience more efficient and some of One Parking's services will not function properly.
- One Parking does not sell any information to third parties.
- One Parking will only share information with third parties for the purposes of fulfillment of this Agreement. Because of the public nature of parking garages, One Parking will only share data with third parties outside of the fulfillment of this Agreement upon request by law enforcement, subpoena, or properly licensed administrative body.
- One Parking does not use Google AdSense, but reserves the right to do so in the future.

**Total Integration-** This is the total sum of agreements between You and One Parking and no modifications shall occur to this Agreement. One Parking expressly denies the authority of any personnel working in any garage to modify this Agreement or sign any contractual agreement which shall bind One Parking.

**Severability-** Should any provisions of this Agreement deemed by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**Governing Law-** This Agreement shall be governed in all aspects by the laws of the United States of America and by the laws of the State of New York.

**Waivers-** The waiver by either party, or a breach of any provision of this Agreement by either party, shall not operate or be construed as a waiver of any other or subsequent breach by either party.

**Agreement-** By accepting (with or without your signature) a parking keycard for parking, you have accepted the parking rules and regulations mentioned above.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_