Kearny Street Parking LLC
MONTHLY PARKING AGREEMENT

PARKER INFORMATION	
NAME/CUSTOMER: _____	PHONE #: _____
EMPLOYER: _____	CELL #: _____
BILLING ADDRESS: _____	EMAIL: _____
UNIT #: _____	PERSON RESPONSIBLE FOR BILL:
CITY/STATE/ZIP: _____	☐ EMPLOYER ☐ SELF

AUTHORIZED BY:	ASSIGNED SPACE(S)		
_____ MANAGER/ OWNER/ REPRESENTATIVE			

AUTOMOBILE INFORMATION					
LIC PLATE #	STATE	YEAR	MAKE	MODEL	COLOR

THIS CONTRACT LIMITS OUR LIABILITY. PLEASE READ IT CAREFULLY.

1. Kearny Street Parking, LLC (hereinafter referred to as KSP), includes all of its employees, shareholders, officers, directors, affiliates and related companies, as well as the owner, lessor, lessee, management company and all related entities of the parking facility described, above. Customer shall refer to **both** the individual using the parking facility **and** the party responsible for payment of the parking license fee.

2. **KSP is offering a license to park during the posted hours of operation. Customer acknowledges and agrees that Customer parks and locks his or her own vehicle. Therefore, KSP shall not be responsible for fire, theft, damage to, or loss of such vehicle or any items of personal property left therein.**

3. This is a license to park only; therefore, no bailment is created. Customer is granted the license to park the automobile or alternate automobile identified in this Agreement at the location described. This license is personal and is not transferable. This license is applicable only to the automobile(s) identified on the transponder set forth in this Agreement and only one automobile listed in this Agreement is permitted to park at this location at any one given time. No one may enlarge or increase KSP's liability in any manner or under any circumstances. **Customer shall indemnify and hold KSP harmless from and against all loss, damage and liability, including reasonable counsel fees and costs, from, pertaining to or**

related in any way to the presence or use of any vehicle or contents thereof in or about the subject parking facility.

4. The term of this license is from month to month and is subject to policies and procedures promulgated by KSP, which may change from time to time. Except for parking spaces and/or areas designated by KSP for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.

5. Customer shall pay a fee for this license one (1) month in advance, on the first day of each month. If customer does not pay the fees due hereunder on the due date, KSP may immediately cancel all rights hereunder without notice to customer.

6. If neither party so notifies the other in writing as required under this paragraph, this Agreement shall be automatically renewed at the end of such term for an additional monthly period at the same rate and subject to the same terms contained herein. KSP shall have the right to increase the license rate payable hereunder by giving written notice to customer at any time prior to the expiration of any monthly period.

7. Customer shall provide a 30 day written notice prior to cancellation.

8. **Late Charges.** Customer hereby acknowledges that late payment by Customer to KSP of any amount due under this Agreement will cause KSP to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any sum due from Customer shall not be received by KSP within five (5) days after such amount shall be due, then, without any requirement for notice to Customer, Customer shall pay to KSP a late charge equal to $25 or six percent (6%) of such overdue amount, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs KSP will incur by reason of late payment by Customer. Acceptance of such late charge by KSP shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent KSP from exercising any of the other rights and remedies granted hereunder.

9. Customer will be issued an access pass by KSP for which Customer is solely responsible for maintaining and insuring proper use. Access Pass must be used only by Customer. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Customer acknowledges that the access pass must be used upon entry and exit to the parking facility. Absent such use, Customer may be subject to the daily parking rate for said facility.

10. Customer acknowledges that a service charge for lost or damaged access passes will be imposed by KSP.

11. Kearny Street Parking LLC. reserves the right to temporarily close the facility, or certain areas therein, in order to perform necessary repairs, maintenance or improvements. KSP will post notice in the facility of such closures. KSP may conduct emergency closures without prior notification.

12. Customer shall not assign or sub-lease any parking space. KSP may terminate this Agreement in the event of any such assignment or sublease.

13. Vehicle services: Repairs and installations (including, but not limited to, windshield chip repairs, cell phone or stereo installation) are not permitted under any circumstances.

14. Credit will not be given for any reason, for any days during which Customer does not use the parking license created by this Agreement.

15. Customer acknowledges that any vehicle parked in an unauthorized area is subject to removal from the facility at the sole cost and expense of Customer.

I HAVE READ THIS AGREEMENT AND SHALL COMPLY WITH ALL PROVISIONS HEREIN SET FORTH.

_____   _____

CUSTOMER SIGNATURE   **DATE**

_____

PRINT NAME

_____   _____

PARTY RESPONSIBLE FOR PAYMENT   **DATE**
(IF DIFFERENT THAN ABOVE)

ACCEPTED BY KEARNY STREET PARKING LLC.

_____   _____

AUTHORIZED SIGNATURE   **DATE**

_____   _____

PRINT NAME   **TITLE**