

# Travis Place Garage

1010 Travis St., Garage Office, Houston, TX 77002 Phone: 713-420-5278

## CONTRACT / APPLICATION FOR MONTHLY PARKING

(INCOMPLETE FORMS WILL NOT BE PROCESSED)

ID NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

PLATINUM PARKING (THE "OPERATOR") AND OWNER OF THE PARKING LOT ("THE OWNER") HEREBY GRANT TO LICENSEE:

### INVOICE TO:

EMPLOYER

INDIVIDUAL

### FOR INTERNAL USE ONLY

Account Number # \_\_\_\_\_

Key Card # \_\_\_\_\_

Lot Number # \_\_\_\_\_

Deposit \$ \_\_\_\_\_

Rate / Month \$ \_\_\_\_\_

Approved By \_\_\_\_\_

NAME OF LICENSEE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

WORK ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

### PRIMARY VEHICLE

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

COLOR \_\_\_\_\_

LIC. PLATE # \_\_\_\_\_ ST \_\_\_\_\_

DAYTIME PHONE # \_\_\_\_\_

HOME PHONE # \_\_\_\_\_

CELL PHONE # (OPT) \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_

### SECONDARY VEHICLE

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

COLOR \_\_\_\_\_

LIC. PLATE # \_\_\_\_\_ ST \_\_\_\_\_

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

### CONTRACT PARKING AGREEMENT

1. Licensee agrees to pay Operator \$ \_\_\_\_\_ per month, subject to Sections 3 below, as a fee for said parking privileges by the first (1<sup>st</sup>) 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 (10<sup>th</sup>) 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, Licensee must pay **\$10.00** refundable deposit and full first month's rent.
2. Licensee understands that there will be a **\$10.00 nonrefundable fee for replacement of any access card damaged or lost by Licensee.**
3. All parking rates are subject to change unless agreed upon otherwise, in writing, by Operator and Licensee's employee. No allowances shall be made in billing for time not used.
4. Licensee agrees to the monthly fees noted above are for parking privileges only. 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 if such loss is occasioned by the gross negligence or willful conduct of the 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 its loss or damage.
5. Licensee agree to abide by all regulations pertaining to the use of the facility as may from time to time be prescribed or amended by the Owner or Operator.
6. Licensee agrees to park all vehicles only in the areas of the Garage designated by the Operator. Licensee further understands all vehicles parked in unauthorized area are subject to removal from the facility by towing or immobilization at the sole cost and expense of the Licensee.
7. Licensee agrees the terms of this agreement are one calendar month, automatically renewable each calendar month upon the timely receipt by the Operator of the prevailing fees as previously stipulated herein. The Licensee further agrees the Licensee may terminate this agreement by giving thirty (30) days written notice to the Operator prior to the first of a calendar month. Licensee understands that the Operator may terminate this agreement by giving written notice to the Licensee at either address listed above at any time.
8. Should any of the provisions contained in this 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.**
2. 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.
4. Upon exiting the Garage, all parkers must either present an operable access card or pay the applicable daily rate. Any monthly parker who has forgotten their access card must pay the applicable daily rate, which rate will be refunded, in full, if the parker presents their activated access card and paid receipt to the parking office within 36 hours. Any monthly parker refusing to pay the daily rate will have their access card deactivated immediately and a **\$10 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 in the Garage is five (5) miles per hour.
7. If a parker is found guilty of disregard for or damage to any personal property in the garage, of violation of any of these rules, or of damaging any equipment or structures in the Garage, 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. The Operator at parker's expense may tow vehicles habitually parked off-center so far as to encroach upon neighboring spaces from the Garage.
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 times, Operator and Owner shall seek to minimize any inconvenience to parkers. No refunds will be given when the 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.

By signing this Contract, I acknowledge that I have read and agree to all of the terms and conditions contained herein.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_