



75 State Street Garage Monthly Parker Application

Cardholder Name:	(LAST)	(FIRST)	(MIDDLE INITIAL)
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Company Name:

Company Address:

(STREET)	(FLOOR/SUITE)
(CITY)	(STATE)
	(ZIP CODE)

Home Address:

(STREET)	
(CITY)	(STATE)
	(ZIP CODE)

Business Phone:	Ext.	E-MAIL	Home Phone:
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Primary Car					
	(MAKE)	(MODEL)	(YR)	(COLOR)	(STATE/LIC PLATE #)

Secondary Car					
	(MAKE)	(MODEL)	(YR)	(COLOR)	(STATE/LIC PLATE #)

Please Choose One of the following forms of payment:

A. Invoices Business Address / Attention: _____ Home Address: _____

B. Automatic Credit Card Withdrawal (*Select One*): MasterCard VISA AMEX Discover

Credit Card Number: _____ Expiration Date: _____

Name As It Appears On Credit Card: _____

I certify that the above information is correct as of this date, and agree to give prompt written notice of any changes to Standard Parking ("Operator"). I agree that I have read, understood and will fully comply with the Terms and Conditions on the second page of this form and any Rules and Regulations for the Garage which may be in effect from time to time. I understand that payment of parking charges is due before the 1st day of the month to which the charge applies, and that non-payment will result in the cancellation of parking privileges. If I have checked any of the credit card options on this form and listed a card account number, I hereby authorize Operator to charge periodically the credit card indicated for the amounts necessary to satisfy the obligations of the Cardholder listed above

(DATE) _____ (SIGNATURE OF PASS HOLDER) _____

*How did you hear about 75 State Street Garage? (Please check one): Flyer Phone Call

Letter Sign Co-worker Other

FOR OFFICE USE ONLY

Effective Date:		Cancellation Date:		Other:
Keycard/AVI Tag Number:		Rate:		
Account Number:		Accepted By:		
Client Authorization (if necessary):				

RULES AND REGULATIONS CONCERNING MONTHLY CARD HOLDER PARKING RIGHTS

- 1. Parking Rights.** The purchase of a Parking Permit grants the Monthly Card Holder a license to park at the 75 State Street Garage, conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with these Rules and Regulations, as amended from time to time. The Monthly Card Holder may cancel parking privileges as of the end of any given calendar month on at least thirty (30) days prior written notice to Operator. Operator reserves the right to cancel parking privileges at any time, although Operator will endeavor to provide at least thirty (30) days prior written notice of cancellation except in the case of (i) circumstances beyond Operator's control, or (ii) the Monthly Card Holder's failure to pay amounts when due or other violation of these Rules and Regulations.
- 2. Non-Assign ability.** Parking privileges may not be transferred, assigned or resold.
- 3. Monthly Cardholder Application.** The Monthly Card Holder must complete and deliver to Operator a "Monthly Card Holder Application" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Operator should modify the Monthly Card Holder Application, the Monthly Card Holder must promptly submit a new Monthly Card Holder Application.
- 4. Monthly Card.** A card allowing access to and from the Garage ("Monthly Card") will be issued upon the applicant's (i) submission of a completed Monthly Card Holder Application, and (ii) payment of the initial monthly parking fee. The Monthly Card may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.
- 5. Monthly Parking Fees.** Monthly parking fees are established by Operator and are subject to change (Operator will give Monthly Card Holders as much advance notice of change as is practicable). Monthly parking fees cannot be prorated or otherwise adjusted for periods during which the Monthly Cardholder does not use parking privileges. The monthly parking fee must be paid by cash, check, or credit card, prior to the first day of the month to which it applies. Operator reserves the right to assess a charge, which shall be due from the Monthly Card Holder within 10 days from the date of assessment, for any check that is not honored when presented for payment.
- 6. Lost, Stolen or Damaged Monthly Cards.** Lost, stolen or damaged Monthly Cards will be replaced promptly upon payment of the replacement fee in effect at that time. A Monthly Card which cannot be used due to a defect not caused by the Monthly Cardholder will be replaced without charge. In no event will Operator or the Garage be responsible for value lost or costs incurred, or for the inability of a Monthly Card Holder to use the Garage, due to a lost, stolen, damaged or defective Monthly Card, nor shall monthly parking fees be prorated, refunded, or otherwise reduced by reason thereof.
- 7. Use of the Garage.** Operator may establish and distribute operating rules relating to proper use of the Garage. A Monthly Card Holder must comply with such operating rules, these Rules and Regulations and other applicable laws and regulations, and shall follow safe driving practices at all times while in the Garage.
- 8. No Commercial Use.** The Monthly Card may be used only to park a passenger car, van or light truck having a maximum height no greater than the maximum height posted and of such length and width such that it fits within a conventional parking space. The Garage may not be used for parking commercial vehicles or as a staging area for commercial transportation, delivery or other services, except with Operator's prior written consent.
- 9. No Storage, Abandonment.** The Garage may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in the Garage for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Garage (Operator will endeavor, but is not required, to send notification to the Monthly Card Holder at the current billing address five (5) days before removal), in which event neither Operator nor the Garage owner shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle or equipment shall be reimbursed by the Monthly Card Holder upon being billed therefore by Operator.
- 10. Default.** If the Monthly Card Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under these Rules and Regulations within ten (10) days after being billed therefore, or (iii) violates these Rules and Regulations in any other respect and fails to cure such violation within any cure period reasonably designated by Operator (it being understood that no cure period will be afforded in the case of repeated or egregious violations), Operator may immediately suspend all parking privileges and deactivate the Monthly Card.
- 11. Interest on Late Payments.** Interest shall accrue on all overdue and unpaid parking fees and any other unpaid charges, commencing on the first day of the month in which payment thereof became due, at an annual rate of eighteen percent (18%).
- 12. No Liability of Operator or Garage Owner.** Payment of the applicable monthly parking fee grants the Monthly Card Holder a license to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator nor the Garage Owner, nor their respective officers, directors, beneficiaries, agents, employees, successors and assigns, shall be responsible or liable to any extent for (i) damage to or theft of any vehicle or its contents due to fire, collision, vandalism or any other cause, (ii) injuries or liabilities suffered by any person while using the Garage; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Garage.