



Ace Parking Management, Inc.

MONTHLY PARKING AGREEMENT – 6th & K Parkade

PARKER INFORMATION			
NAME/CUSTOMER: _____	UNIT #: _____		
EMPLOYER: _____	PHONE #: _____		
BILLING ADDRESS: _____	CELL #: _____		
CITY/STATE/ZIP _____	Email: _____		
PERSON RESPONSIBLE FOR BILL: EMPLOYER ____ SELF ____ (must provide proof of employer's responsibility)			
<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 20%; padding: 2px;">RATE REQUESTED (see last page)</td> <td style="width: 80%;"></td> </tr> </table>	RATE REQUESTED (see last page)		AUTHORIZED BY: _____ MANAGER/ OWNER REPRESENTATIVE
RATE REQUESTED (see last page)			

AUTOMOBILE INFORMATION					
LIC PLATE #	STATE	YEAR	MAKE	MODEL	COLOR
<u>Vehicle #1</u>					
<u>Vehicle #2</u>					

THIS CONTRACT LIMITS OUR LIABILITY-PLEASE READ IT CAREFULLY

1. Ace Parking Management, Inc. (hereinafter referred to as Ace), Centre City Development Corporation (hereinafter referred to as CCDC), City of San Diego (hereinafter referred to as City), Redevelopment Agency of the City of San Diego (hereinafter referred to as Agency), includes all of its employees, volunteers of the organizations, shareholders, officers, officials, 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. Ace 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, Ace, CCDC, City, and Agency 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 Ace's, CCDC's, City's, or Agency's liability in any manner or under any circumstances. Customer shall indemnify and hold Ace, CCDC, City, and Agency 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. All claimed damages must be reported to an Ace Supervisor and itemized by Customer prior to leaving the premises.
5. The term of this license is from month to month, from the first (1st) day of the month to the last day of the month, and is subject to policies and procedures promulgated by Ace, which may change from time to time. Except for parking spaces and/or areas designated by Ace for reserved or other forms of specialized parking, all parking shall be on an unreserved, first come, first served basis.
6. 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, Ace, CCDC, City, or Agency may immediately cancel all rights hereunder, including deactivation of any and all parking devices, without notice to customer.
7. Payment will be applied to current invoice unless stated otherwise by Customer.
8. 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. Ace shall have the right to increase the license rate payable hereunder by giving written notice to customer, or posting at the facility, at any time prior to the expiration of any monthly period.
9. Late Charges. Customer hereby acknowledges that late payment by Customer to Ace of any amount due under this Agreement will cause Ace 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 Ace within five (5) days after such amount shall be due, then, without any requirement for notice to Customer, Customer shall pay to Ace 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 Ace will incur by reason of late payment by Customer. Acceptance of such late charge by Ace shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent Ace from exercising any of the other rights and remedies granted hereunder.

10. Customer will be issued an access pass by Ace 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.
11. Customer acknowledges that a non-refundable service charge for new, lost, or damaged access passes will be imposed by Ace.
12. Ace, CCDC, City, and Agency reserves the right to temporarily close the facility, or certain areas therein, in order to perform necessary repairs, maintenance or improvements. Ace will post notice in the facility of such closures. Ace may conduct emergency closures without prior notification.
13. Customer shall not assign or sub-lease any parking space. Ace may terminate this Agreement in the event of any such assignment or sublease.
14. Vehicle services: Repairs and installations (including, but not limited to, windshield chip repairs, cell phone or stereo installation) are not permitted under any circumstances.
15. Credit will not be given for any reason, for any days during which Customer does not use the parking license created by this Agreement.
16. 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. Leaving the vehicle unattended for extended stays lasting longer than one(1) week are not permitted without the express written consent of Ace, CCDC, City, or Agency. Any vehicle left in the facility unattended for longer than 1 week may be subject to removal from the facility at the sole cost and expense of Customer.
17. Best efforts will be made to ensure adequate parking is available at all times, including events for monthly parkers.
18. Value-pass Cardholders. Parking may not be ensured for Value-pass cardholders. Value-pass cardholders are subject to the same garage availability as public parkers, and therefore, may be subject to garage closure due to events or other circumstances.

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

CUSTOMER SIGNATURE

DATE

PRINT NAME

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

DATE

ACCEPTED BY ACE PARKING

BY:

SIGN AND PRINT NAME

DATE

Rate Structure:

Transponder -	\$45.00
M-F 6am-6pm -	\$70.00
M-F 6am-7pm -	\$80.00
7 day 2pm-3am -	\$90.00
7 day 6am-7pm-	\$100.00
7 day 24hrs -	\$180.00

FOR OFFICE USE ONLY

CARD # _____ SPACE # _____ RATE _____