



PARKING SPACE AGREEMENT

Name of Permit Holder: _____
(FIRST) (MIDDLE) (LAST)

Home Address: _____

Monthly Parking Raritan Street [] Monthly Parking N. Ernston Street []

Drivers License Number: _____

Car Information: _____
(MAKE) (MODEL) (YR) (COLOR) (STATE/LIC PLATE #)

Business Address _____

(CITY) (STATE) (ZIP CODE)

Business Phone _____ Home Phone: _____ Cell Phone _____

Email Address _____

Initial Monthly Fee: \$ _____, subject to change upon 30 days notice
Subject to Change:

[] Parking Limited to Designated Area: _____

Please Check One: Send Invoices and Notices to :
Home Address: _____ Business Address: _____
Other: _____

I certify that the above information is correct as of this date, and agree to give prompt written notice of any changes to my monthly account to Propark ("Operator"). I understand that payment of parking charges are due by the 1st day of the month to which the charge applies, and that non-payment and/or failure to comply with the applicable Terms, Rules and Regulations, will result in the cancellation of parking privileges. I agree to fully comply with the Terms, Rules and Regulations on the reverse of this Agreement, and which may be in effect from time to time.

(DATE) (SIGNATURE OF PERMIT HOLDER) (PRINT NAME OF PERMIT HOLDER)

FOR OFFICE USE ONLY

Effective Date: _____ Cancellation Date: _____
Access Card # _____ Rate: \$ _____
Hang Tag Amount \$ _____ Accepted By: _____
EFT Request _____ *(additional paper work required)*

Permit Holder's Parking Status

Reserved _____
Non- Reserved _____
Exclusive Reserved _____
For exclusive reserved enter space
_____ Location _____



MONTHLY PARKING ACCOUNT TERMS (SUBJECT TO RULES AND REGULATIONS)

- 1. Parking Rights.** A monthly parking account grants the permit holder (the "Permit Holder") the privilege of parking in the Raritan Commuter Lot or N. Ernston Street site, conditioned on the timely payment of parking fees and any additional charges that may be due, and compliance with Rules and Regulations, as amended and/or supplemented from time to time. The Holder may cancel parking privileges at the end of any given calendar month or at least thirty (30) days with prior written notice to the 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 Permit Holder's failure to pay amounts when due or other violation of these Rules and Regulations.
- 2. Non-Assignability.** Parking privileges may not be transferred, assigned or resold.
- 3. Monthly Permit holder/Permit Application.** The Permit Holder must enter into and deliver to Operator the "Parking Space Agreement" (copy on reverse) to obtain parking privileges. If the information supplied should change, or if Operator should modify the Permit Holder Terms, the Permit Holder must promptly submit a new Parking Space Agreement.
- 4. Monthly Hang Tags.** A Hang Tag allowing access to and from the Sites ("Color Coded") will be issued upon the applicant's (i) submission of a completed Parking Space Agreement, and (ii) payment of the initial monthly fees, and any additional fees. The Hang Tag may be used only in accordance with these Rules and Regulations, and at all times remains the property of Operator.
- 5. Monthly Parking Fees.** Parking fees are established by Operator and are subject to change (Operator will give the Permit Holder as much advance notice of change as is practicable). Parking fees cannot be prorated or otherwise adjusted for periods during which the Permit Holder does not use parking privileges. The Parking fee must be paid by check, money order or credit card, prior to the first day of the month to which it applies. Operator reserves the right to assess a charge of **\$32.00** which shall be due from the Permit Holder for any check that is not honored when presented for payment. Operator will not redeposit any check not honored on the first submission.
- 6. Lost, Stolen or Hang Tags.** Lost, stolen or damaged Hang Tags will be replaced promptly upon payment of the replacement fee of **\$10.00**. In no event will Operator be responsible for value lost or costs incurred, or for the inability of a Permit Holder to use the sites, due to lost, stolen or damaged Hang tags, nor shall Parking fees be prorated, refunded, or otherwise reduced for any reason.
- 7. Use of the Parking facility.** Operator may establish and distribute operating rules and Rules and Regulations relating to proper use of the sites/lots. A Permit 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 lot / on site.
- 8. No Commercial Use.** The Access Card may be used only to park a passenger car, van or light truck and of such length and width such that it fits within a conventional parking space. The Lots/Sites 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 Lots/Sites may not be used for storage of vehicles or other equipment. Any vehicle or equipment remaining in/on Site for more than thirty (30) calendar days shall be deemed abandoned and may be removed from the Lot/Site (via towing) or vehicles may be booted (Operator will endeavor, but is not required, to send notification to the Permit Holder at the current billing address five (5) days before removal), in which event neither Operator nor the town of Sayreville shall have any liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing of any such abandoned vehicle or equipment shall be reimbursed by the Permit Holder upon being billed therefore by Operator.
- 10. Default.** If the Permit Holder (i) fails to pay any monthly parking fee when due, (ii) fails to pay any additional charge imposed under the Rules and Regulations within ten (10) days after being billed therefore, or (iii) violates any 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 Access Card and parking account.
- 11. No Liability of Operator or Garage Owner.** Payment of the applicable monthly parking fee grants the Permit Holder the privilege to park only, and no bailment is intended or shall be deemed created. To the fullest extent permitted by law, neither Operator nor the Site's Proprietors, 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 Lots/Sites; or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Lots/Sites .
- 12. Monthly Payments.** Payments are due by the first calendar day of each month. Each account holder will be given 5 grace period days to submit payment. **Under no circumstance will parking payments be prorated.**

I certify that I have read and agree to the rules and regulations of this monthly parking contract

Signature of monthly account holder _____

Print Name _____

Date _____