



**PARKING PERMIT AGREEMENT**

- 1) This agreement between Ellicott Development Co. d/b/a Ellicott Parking (EP) (as managing agent for the property owner) and the Parker listed below is "at will" and may be terminated by EP or Parker at anytime upon prior written notice. No refunds, whole or partial, will be made at any time.
2) Monthly parking fees are due on the 1st business day of each month. Payments made after the 5th business day of the month will incur a \$15.00 late fee and the Parker will be required to pay the daily rate until all arrears are paid. If payment is not made by the 15th of the month, this parking agreement will be terminated. Repeated late payments will result in termination. There is a service charge of \$40.00 for any checks returned for insufficient funds.
3) The monthly parking permit entitles the Parker to park only one vehicle at the designated parking facility. Once payment is received, a monthly hang tag will be issued to display on the dashboard or rearview mirror at all times. Transfer of the tag is prohibited.
4) The monthly parking permit is only valid during daytime business hours (7:00 a.m.-5:30 p.m.) on business days and does NOT include event parking on evenings or weekends. Event parking rates will be applicable during non-business hours.
5) The parker must observe all posted rules, regulations, signs of the named facility and directions from the attendants. Violations of these and any other terms and conditions explained herein will result in termination.
6) This agreement is a personal license to Parker, to park a vehicle at the named facility at the Parker's sole risk. Only a license is granted hereby and no bailment is created with respect to any vehicle, including its contents, on the premises.
7) WARNING: VEHICLES SHOULD BE LOCKED AND THE CONTENTS THEREOF, ESPECIALLY CELL PHONE, RADAR DETECTORS, ETC., SECURED IN THE TRUNK OR IN ANOTHER OUT-OF-SIGHT STORAGE AREA IN THE VEHICLE. OWNER AND MANAGING AGENT ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE BY FIRE, THEFT, COLLISION, OR ANY OTHER CAUSE TO ANY VEHICLE OR PART THEREOF, OR THE CONTENTS OF ANY VEHICLE, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR ITS AGENTS. ANY DAMAGES, UNUSUAL CONDITIONS OR SUGGESTIONS SHOULD BE REPORTED IMMEDIATELY TO THE OWNERS OFFICE AT SUITE 210, 295 MAIN STREET, BUFFALO, NY. 716-854-0060.

FACILITY: \_\_\_\_\_.

**PARKER:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_ Cell Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_

I understand that by executing below, I agree to abide by the terms hereof and to release, indemnify and hold harmless Owner, its agents, employees, assigns and successors from and against any and all liability, claims and/or judgments, including any and all costs, expenses, and reasonable attorney's fees, resulting from or in connection with any injury to persons or property, arising directly or indirectly from any occurrence on the Premises, caused by me or my agents, except where caused by the gross negligence of Owner, its agents or assigns.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

OFFICE USE ONLY:
FACILITY \_\_\_\_\_ START DATE \_\_\_\_/\_\_\_\_/\_\_\_\_ NOTES: \_\_\_\_\_
RATE \_\_\_\_\_ END DATE \_\_\_\_/\_\_\_\_/\_\_\_\_
APPROVAL \_\_\_\_\_