

MONTHLY VEHICLE PARKING RENTAL AGREEMENT

____ New Parker ____ Additional Vehicle ____ Cancellation ____ Reinstatement ____ Vehicle / Address / Name Change



**TOP DECK PARKING
BOUSH ST. GARAGE
W. PLUME ST. GARAGE
BANK ST. GARAGE**

FOR OFFICE USE ONLY

222 East Main Street, Norfolk, VA 23510
(757) 664-6222, voice (757) 664-6244, fax

Acct. No. _____

Parking space(s) on the top deck (roof) at said location is accessible 24/7. Monthly accounts are strictly on a month-to-month rental basis, and spaces are not rented for less than a month. _____initial

The City of Norfolk assumes no liability for theft, collision, fire or damage in any case, except through its own negligence, nor for damage or injuries occasioned by faulty brakes; renter / responsible party's failure to set brakes properly or for improper vehicle maintenance by renter / responsible party. _____initial

Monthly rate for rental of parking space(s) is due and payable on or before the first (1st) day of each month, in advance of parking. If the monthly rental charge is not paid when due, electronic garage access device will be deactivated. No deduction or allowance from the monthly parking rate will be made for days the renter/responsible party does not use location. Renter/responsible party, by entering into this rental agreement, agrees that rental fees and charges shall continue to accrue for parking space(s) until actual written notice to relinquish is received by the City of Norfolk and that neither possession of an electronic garage access device nor a decal shall determine actual usage by renter/responsible party. _____initial

In case of damage, renter / responsible party must report the incident / damage to a Parking Supervisor or Roving Patrol Officer to demand repairs, and upon demand, the City Attorney's office will investigate and determine City's liability. Failure to file an Incident Report shall constitute a waiver by renter / responsible party of its, his or her right to charge to the City of Norfolk for cost repairs. _____initial

Parking space rental requires to be provided the vehicle's license plate number and state of vehicle registration, along with the vehicle's make model, color and registered owner. _____initial

In no case shall liability include anything for loss of use of a vehicle. Any damage or loss occurring while the vehicle is in the parking facility must be reported before the vehicle is taken from the parking location and renter / responsible party hereby releases the City of Norfolk from liability or responsibility in connection with any damage or loss not so reported. _____initial

If the City closes the top deck or roof, renters will be permitted to park one deck lower in the parking garage, space permitting. The City of Norfolk reserves the right to re-route and re-direct parker to alternate locations, at its sole discretion. _____initial

Renter / responsible party's parking arrangement calls for self-parking, thereby retaining possession of the keys. Renter / responsible party agrees to assume all responsibility for vehicle damage or theft thereof, and loss or theft of contents thereof, and renter / responsible party hereby releases, holds harmless and indemnifies, the City of Norfolk, its agents, servants and employees from all liability and responsibility in connection therewith. _____initial

This agreement may be terminated by either party in writing upon thirty (30) days notice or as dictated in conjunction with lease terms. The account will continue to be charged until notice is received, regardless of discontinued parking in the assigned space. _____initial

If more than one (1) monthly automobile parking space is rented by a renter / responsible party, this agreement shall apply to all such automobile parking spaces rented by a renter / responsible party, and renter / responsible party agrees, that all of the terms and conditions of this agreement shall be binding upon renter / responsible party and all persons, firms, entities and others using said automobile parking spaces with renter / responsible party's permission. _____initial

Any vehicle parked in a space or facility by the renter / responsible party shall be presumed to be bound by the terms of this Rental Agreement. _____initial

A charge of \$35 will be assessed for each returned check. The City of Norfolk reserves the right to modify and amend these charges without prior notice. _____initial

The monthly parking vehicle identification (one per space rented) supplied by the Division of Parking must be displayed on vehicle at all times while utilizing the parking facility. Prevailing daily parking rates may apply when a vehicle is not properly identified. _____initial

There will be a replacement fee of \$5 for all lost, stolen, or damaged electronic access cards, wands and / or vehicle identifications. The City of Norfolk reserves the right to modify or amend this charge without prior notice. _____initial

The City of Norfolk assumes no responsibility for vehicles left after the time designated by pre-paid parking, the posted closing hour. _____initial

The City of Norfolk reserves the right to assess late fees, administrative, activation and reactivation fees without prior notice. Further, the City of Norfolk reserves the right to refuse to renew any monthly parking rental agreement or enter into a new agreement, until all outstanding parking balances, including parking tickets/citations, are first fully paid; or for no reason. _____initial

It is agreed that renter / responsible party will not leave articles of personal property of any value whatsoever in the vehicle (including but not limited to cell phone, tape / CD player, whether installed or not), and renter / responsible party specifically agrees not to hold the City of Norfolk responsible for the loss, theft of or damage to articles of personal property left in the vehicles in violation of this agreement. _____initial

Parking facility managers, cashiers and attendants are not authorized to make or allow any exceptions or changes to this agreement. _____initial

The individual executing this Monthly Vehicle Parking Rental Agreement hereby represents and warrants full and complete authority to execute this agreement on behalf of the party(ies) hereto. _____initial

Renter / Responsible Party Name (Printed) _____

Signature _____ Date _____

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CIRCLE ONE PLAN OPTION

Plan Options	Rates	Top Deck Discount Parking Qualifications
A	\$40.00	New small business with 50 or fewer employees (copy of Norfolk Business License obtained in past 90 days)
B	\$60.00	Existing small business with 50 or fewer employees (copy of Norfolk Business License)
C	\$70.00	Existing small business with 51 - 100 employees (copy of Norfolk Business License)

Part I. Corporate Account Information

Legal and Fictitious Names (E.G.: ABC Corporation, Inc. t/a DEFT Shoes)

Address - Corporate and Norfolk Place of Business (No P.O. Box)

City

State

Zip

Contact Person(s)

Email

Business Telephone - Corporate and Local

Fax Number

Federal Employer ID

Virginia State Corp. ID

CONTINUE TO PART II

Part II. Parker/Vehicle Information

Parker's Last Name

Parker's First Name, MI

Parking Garage (Circle One)

Boush Street
 W Plume Street
 Bank Street

Pass #

Effective Date

Bar Code #

Vehicle # 1

Make

Model

License Plate

State

Color

Registered Owner's Last Name (if different from parker)

Registered Owner's First Name, MI (if different from parker)

USE SEPARATE SHEET TO LIST ADDITIONAL VEHICLES

Renter/responsible party acknowledges that he, she or by its agent has read and understands the Monthly Vehicle Parking Rental Agreement and agrees to and accepts all the terms and conditions thereof. Renter/responsible party acknowledges receipt of a copy of this agreement.

Signature

Date

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Additional Parker/Vehicle Information		
Parker's Last Name	Parker's First Name, MI	
Parking Garage (Circle One) <input type="checkbox"/> Boush Street <input type="checkbox"/> W Plume Street <input type="checkbox"/> Bank Street	Pass #	
Effective Date	Bar Code #	
Vehicle # 1	Make	Model
License Plate	State	Color
Registered Owner's Last Name (if different from parker)	Registered Owner's First Name, MI (if different from parker)	
Additional Parker/Vehicle Information		
Parker's Last Name	Parker's First Name, MI	
Parking Garage (Circle One) <input type="checkbox"/> Boush Street <input type="checkbox"/> W Plume Street <input type="checkbox"/> Bank Street	Pass #	
Effective Date	Bar Code #	
Vehicle # 1	Make	Model
License Plate	State	Color
Registered Owner's Last Name (if different from parker)	Registered Owner's First Name, MI (if different from parker)	
Additional Parker/Vehicle Information		
Parker's Last Name	Parker's First Name, MI	
Parking Garage (Circle One) <input type="checkbox"/> Boush Street <input type="checkbox"/> W Plume Street <input type="checkbox"/> Bank Street	Pass #	
Effective Date	Bar Code #	
Vehicle # 1	Make	Model
License Plate	State	Color
Registered Owner's Last Name (if different from parker)	Registered Owner's First Name, MI (if different from parker)	

Renter/responsible party acknowledges that he, she or by its agent has read and understands the Monthly Vehicle Parking Rental Agreement and agrees to and accepts all the terms and conditions thereof. Renter/responsible party acknowledges receipt of a copy of this agreement.	
Signature	Date



TOP DECK PILOT PARKING PROGRAM
BOUSH STREET GARAGE
WEST PLUME STREET GARAGE
BANK STREET GARAGE

Monthly Parking Agreement Supplement

In supplement to the parking Monthly Vehicle Parking Rental Agreement for the Top Deck Pilot Parking Program, the parties acknowledge and agree to the following terms:

Parking Spaces: The parking spaces for this Program are on the roof or top deck of the Boush Street Garage, West Plume Street Garage, and the Bank Street Garage. The Top Deck Pilot Parking Program includes a maximum of 300 spaces on a first come, first-serve basis, not to exceed the capacity of the top deck per garage. The discounted rate allows customers to park only in the single facility assigned and only on the roof or top deck of that parking facility. **Initial** _____

Qualifying Criteria: The Pilot Program consists of three tiers and is available to businesses with a Norfolk business license.

Tier 1: Up to 100 parking spaces for new businesses with 50 employees or less, having obtained a Norfolk business license within the preceding ninety (90) business days.

Tier 2: Up to 100 parking spaces for businesses with 50 employees or less.

Tier 3: Up to 100 parking spaces for businesses having 51 to 100 employees.

Rates: New business, which lease Top Deck parking spaces before May 31, 2013, may lease Top Deck parking spaces for up to two years (beginning on _____ (date)) for \$40 per month per space; existing businesses with 50 or less employees may lease Top Deck parking spaces for \$60.00 per month per space; and businesses having 51 to 100 employees may lease Top Deck parking spaces for \$70.00 per month per space. No additional discounts are available beyond the established Top Deck Parking Program rates.

Initial _____

Accounts: Business accounts must be in the name of the business or company and access cards must be identified by an authorized, named, individual parker. Participants will be issued identification stickers that must be used and in place on the vehicle at all times while parked in the garage. Parkers are responsible for informing the Division of Parking (664-6222) of changes to information such as address changes, license plate changes, etc. and businesses are responsible for notifying the Division of Parking, within 10 days, in the event that an employee leaves employment with said business. **Initial** _____

Access: Access will be provided through electronic cards which provide the participant with 24-7 access to the specified garage. Participants are required to park on the roof or top deck of the assigned parking garage unless the roof or top deck is closed by the City. In this event, authorized parkers will be permitted to park one floor lower in the respective assigned parking garage.

Spaces for the Top Deck Pilot Parking Program will be “nested,” i.e., controlled and monitored by gates. Participants will swipe their access cards at the garage entrance and again at the top deck entrance within 10 minutes of entering the garage. Any customer found parking in the interior of the deck while utilizing this Program will be in violation of this Agreement. **Initial** _____

Enforcement: Participants who do not park on the roof or top deck will be required to pay the full daily rate for the respective garage upon exit. Additionally, the penalties will be imposed as follows:

- 1st Offense:** Business owner and named individual parker will receive courtesy warning and full daily rate will be paid upon exit.
- 2nd Offense:** The named individual parker will be ticketed (\$30.00 fine) and the business or company will be notified. The full daily rate will be paid upon exit.
- 3rd Offense:** The named individual parker’s access card will be deactivated and the business or company will be notified. The full daily rate will be paid upon exit.

Continued violations may cause the business or company to be removed from the Top Deck Pilot Parking Program. **Initial** _____

Participation: The Top Deck Pilot Parking Program may be discontinued if parkers are not attracted to the roof or top deck parking or for any other reason at the City Manager’s sole discretion. Refunds will not be issued to individuals or businesses wishing to discontinue their participation in the Top Deck Pilot Parking Program. Program participants may discontinue participation and move to other monthly parking options without a thirty (30) day notice and without penalty/additional charge. **Initial** _____

By entering into the Top Deck Pilot Program and receiving the discounted parking rate, the customer expressly agrees to abide by the rules and regulations of the Program.

Agreed to by: _____

Customer Signature

Date: _____