

**PIER 40 PARKING  
MONTH TO MONTH PARKING APPLICATION**

This Agreement is made upon the understanding that if accepted by Operator, parking space for Patron's vehicle will be furnished upon the following express conditions, to which Patron hereby agrees.

1. This Agreement is for the **vehicle specified** on this application. Vehicle specified on this application **may not be substituted** by the Patron without the Operator's prior written consent, and the assigned space, if any, as indicated. Parking privileges granted by the terms of this Agreement are **applicable only to the vehicle described herein**, are personal to the Patron identified on the application, and may not be assigned. Patron shall immediately advise Operator of any change in the status of the vehicle covered by this Agreement, and shall also advise Operator immediately of any change in the description or license plate of same. The PIER 40 Garage is State Parkland and the vehicle described herein must comply with NY State Vehicle and Traffic Laws regarding registration, inspection, and proof of Insurance. **Vehicles without license plates or current inspection decals are subject to citations by Park and/or local Police Agencies. ALL LICENSE PLATES MUST BE CLEARLY VISIBLE AT ALL TIMES FOR INSPECTION.**
2. Operator is not an insurer, and shall not be responsible for fire, theft, accident, loss or damage to the vehicle or its contents or for any other damage to Patron or Patron's property. Operator shall be responsible for only such loss or damage resulting from Operator's negligence or the negligence of Operator's employees acting within the scope of their employment to the extent required by law. Operator does not waive any defenses to such claim as are available by law, including, but not limited to, negligence or contributory/comparative negligence and fraud.
3. Patron understands and agrees that this is a license to park only; that no bailment is created; and that Operator is under no obligation to render, give, or cause to be given, any service whatsoever to Patron, or in connection with Patron's vehicle, other than providing the privilege of parking in Operator's subject premises under the terms of this Agreement.
4. Patron or other person or entity named as responsible for payment of monthly parking charges **agrees that such payments are due and payable before the first day of each calendar month** during which Operator provides such parking privileges, together with payment of such other charges as may have been incurred during the preceding calendar month. **Payments made by mail must be postmarked with sufficient time for delivery and payment posting to the account realizing that Weekends and Holidays have no mail delivery to the Operator.** Patron agrees to pay together with all applicable taxes, at the parking facility, or at such other address as may be designated by Operator from time to time. It is expressly understood and Patron agrees that the monthly rate is subject to change by Operator upon the same becoming effective as permitted by Department of Consumer Affairs. Accounts **automatically deactivated** for non payment due to the account being closed, card reported as lost, expired card date, or denied by the "Bank" for any other reason shall be subject to an Administrative fee to manually process the parking payment and/or reset the bank card on file.
5. **Parking privileges shall only be provided on the basis of a calendar month which shall end at midnight on the last calendar day of the month for which services have been previously paid**, and shall not be prorated in the event an application is received on other than the first day of the month. **No allowance** will be made for the time the space is not used, including, but not limited to **vacations or illness**.
6. Patron is hereby advised and understands that the premises within which parking space is located, is unheated at all times, and that the Operator can not guaranty the security of the Premises.
7. It is expressly understood and agreed that Patron has no proprietary interest whatsoever in the specific space, if any, assigned to him, and Operator shall have the right to change the assigned space, if any, at any time without prior notice. Verbal notices are not accepted.
8. **Parking privileges may be surrendered only upon written notice given to Operator not less than five (5) business days prior to the expiration of the current calendar month, or if less, than five (5) business days remain in said current calendar month, after payment by Patron of the next month's parking charges.** No such notice shall be valid unless all charges due Operator have previously been paid, including parking charges for the month during which such notice is given. In the event of such surrender, Operator shall be under no obligation to refund any unearned parking charges previously paid. **NO** employee may alter this condition.
9. Parking privileges may be terminated by Operator at any time upon notice. In the event of such termination, and provided the vehicle has been removed and all charges due Operator have been paid, Operator will refund any unearned parking charges so paid.
10. **If Patron shall be in default after 12:01am on the first calendar day of any month for non-payment of parking charges**, supplies or services furnished to such vehicle by Operator, or to such other vehicle as may be substituted by Patron, with or without Operator's permission, Operator **will automatically deactivate the Patrons' access card** and is authorized at its option to place Patron's vehicle on a transient ticket basis; to immobilize the vehicle (at Patron's expense), and/or to open the vehicle to secure it or transfer it; to hold Patron's vehicle and/or transfer such vehicle to another location of Operator's with Patron held responsible and liable for all parking fees at such location, or to a location authorized and/or designated by applicable law at Patron's expense and responsibility; and/or sell such vehicle pursuant to law. Operator, its agents, and/or employees shall not be responsible for any damage to vehicle in relocating and/or securing same.
11. **If Patron's default for non-payment as set forth in Paragraph 10 above shall continue for a period in excess of Fifteen (15) days, then, and in such event, Operator may, at its option, charge Patron interest on the amount owed, such interest to be set at the highest legally permitted rate as designated by applicable law, said interest to commence on the First day of the month for which charges have not been paid.**
12. The Operator reserves the right to relocate any vehicle that does not have a current inspection sticker or license plate into dead storage parking or onto upper level stacker lifts based on availability. The Operator further reserves the right to relocate, into dead storage parking or onto an upper level stacker lifts based on availability, any vehicle that has not shown entry/exit activity for more than one hundred fifty (150) consecutive days. Operator will automatically adjust the monthly storage/parking fees to the lowest applicable rate for parking services rendered less any vehicle towing relocation fees.
13. It is expressly understood and agreed that Patron shall pay a **\$30.00 fee for any check or draft returned to Operator for insufficient funds or any bank card that fails to authorize for payment for any reason other than Operator error** or otherwise dishonored by the institution responsible for payment thereon.
14. It is expressly understood and agreed that the Patron will park in the area assigned on this application. **Failure to park in said assigned area will subject the Patron to daily penalties in addition to the monthly fee already paid.**
15. It is expressly understood that all employees of Operator have been and are forbidden to drive any motor vehicle of any Patron. In the event Patron requests any employee of Operator to drive the motor vehicle within or without Operator's premises for any purpose whatsoever, such employee shall be deemed to be the agent of, and acting for the sole benefit of Patron, and shall not be deemed to be the agent, servant, and/or employee of Operator in connection with such act or acts.
16. All vehicles are driven at Patron's risk and responsibility.
17. At all times when Patron's motor vehicle is parked in Operator's subject premises, Patron shall keep said vehicle completely locked, with all the windows thereof closed, and shall remove and retain all keys from the vehicle.
18. It is expressly understood that the failure of Operator to exercise any of the rights and options granted to it under the terms of this Agreement does not constitute a waiver of such rights or options, and all provisions of this Agreement shall be deemed to continue in full force and effect.
19. Patron understands and agrees to conform to and obey the rules and regulations promulgated by Operator for the operation of the parking facility and Patron agrees to use the parking facility in a manner specified by said rules and regulations.
20. This Agreement shall not be binding upon Operator unless and until signed by the Operator.
21. Signature by Patron **or acceptance and use of a monthly parking access card or permit shall constitute Patron's acceptance** of all of the foregoing terms and conditions.

New York City Department of Finance  
Parking Tax Exemption Section  
59 Maiden Lane, 19<sup>th</sup> Floor  
New York, NY 10038

License#: 1341459

[www.nyc.gov/html/dof/html/parking/park\\_manhattan\\_res.shtml](http://www.nyc.gov/html/dof/html/parking/park_manhattan_res.shtml)

The foregoing has been read and accepted by Patron

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date