

**Hudson River Park Trust ("HRPT") PIER 40 GARAGE ("Garage" or "Operator")
MONTH TO MONTH PARKING APPLICATION AND AGREEMENT ("AGREEMENT")**

This Agreement is made upon the understanding that if accepted by Operator, a parking space for specific vehicle (owned and/or operated by "Patron") 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. 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 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 local authorities.**
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 only be responsible for 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 no later than 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 Garage, 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 ("NYC DCA").
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 Garage within which parking space is located, is unheated at all times, and that the Operator can not guaranty the security of the Garage.
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.
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.
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); 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 and towing fees at such location or, alternatively, to transfer such vehicle to a location authorized and/or designated by applicable law at Patron's expense and responsibility; and/or to 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. **If any monthly fee is not timely paid, this Agreement may be terminated, Patron's access card may be deactivated and a lien may be placed on the Patron's vehicle or the vehicle may be towed and placed into storage at the Patron's sole cost and expense.**
13. **If Patron, his/her guests, invitees, or anyone with Patron fail to comply with and obey all current Garage procedures and rules, this Agreement may be terminated. Patron's access card may be deactivated and a lien may be placed on Patron's vehicle or it may be towed and placed into storage at the Patron's sole cost and expense.**
14. **Patron agrees that he/she has assumed all risks of loss or damage, whether to Patron, his/her guests, invitees or anyone with Patron, to Patron's vehicle or to any property and Patron assumes all risks of personal injury, including death.**
15. **Patron agrees to the terms of this Agreement and understands that there are limited cameras and security personnel at the Garage.**
16. The Operator reserves the right to relocate any vehicle that does not have a current inspection sticker or license plate into other areas of the Garage based on availability. Operator will automatically adjust the monthly storage/parking fees to the lowest applicable rate for parking services rendered less any vehicle towing relocation fees.
17. **Operator and HRPT reserve the right to close part or the entire Garage for repairs, maintenance, and in the event of public safety concerns.**
18. **Operator and HRPT reserve the right to close/block entrances and exits at any time.**
19. **Operator and HRPT reserve the right to tow Patron's vehicles in the event of safety concerns, emergencies, construction, contractual obligation or other circumstance as may be needed. Prior to towing, Operator will attempt to contact Patron or provide notice. However, Operator's right to tow is absolute and not conditioned on express consent by Patron. Operator, its agents, and/or employees shall not be responsible for any damage to vehicle in relocating and/or securing same.**
20. It is expressly understood and agreed that Patron shall pay **the then current administrative fee as posted with NYC DCA for any check or draft returned to Operator for insufficient funds or otherwise dishonored by the institution responsible for payment thereon or shall pay the fee for any credit card on file payment not automatically cleaned and posted.**
21. It is expressly understood and agreed that Patron shall pay the then current administrative fee as posted with NYC DCA to reactivate any access card.
22. If Patron is assigned a specific parking spot, 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** and Patron's vehicle may be subject to towing to assigned parking area at the sole cost and express of the Patron.
23. 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 the Garage 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.
24. All vehicles are driven at Patron's risk and responsibility.
25. At all times when Patron's motor vehicle is parked in the Garage, Patron shall keep said vehicle completely locked, with all the windows thereof closed, and shall remove and retain all keys from the vehicle.
26. Patron agrees to keep his/her motor vehicle in good working order, free of any fluid leakage or flat tires, and will maintain a clean appearance. Failure to comply with these requirements may render the vehicle subject to towing, at Patron's sole cost and expense.
27. 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.
28. Patron understands and agrees to conform to and obey the rules and regulations promulgated by Operator for the operation of the Garage and Patron agrees to use the Garage in a manner specified by said rules and regulations.
29. This Agreement shall not be binding upon Operator unless and until signed by the Operator.
30. **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.

Agreed and accepted by Patron

Signature: _____

Date: _____