

Start Date: _____

LITTLE MAN PARKING, LLC.

307 7th Avenue
Suite # 407
New York, NY 10001
(212) 714-3571 (Tel.)
(212) 613-2254 (Fax)

Date Acct. Closed: _____

OFFICE USE ONLY

ACCT. #: _____
HANG TAG #: _____
RSVD SPACE #: _____

MONTHLY PARKING LICENSE AGREEMENT

DATE ACCT. OPENED: _____ LOCATION: _____

STATUS OF ACCOUNT (Check One):

REGULAR: O/S or LUXURY: OTHER: _____

MONTHLY RATE (Excluding Tax): _____ 1ST MONTH PRO-RATE (Excluding Tax): _____

NAME OF PARTY RESPONSIBLE FOR PAYMENT ("CUSTOMER"): _____

DRIVER'S NAME: _____

DRIVER'S LICENSE #: _____ STATE: _____

VEH. YEAR	VEH. MAKE	VEH. MODEL	VEH. COLOR	VEH. PL. #	STATE

CORRESPONDENCE TO (Check One): HOME: BUSINESS:

BILLING TO (Check One): HOME: BUSINESS:

BUSINESS NAME: _____

NATURE OF BUSINESS: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUSINESS TEL. #: _____ BUSINESS FAX #: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TEL. #: _____ HOME FAX #: _____

E-MAIL ADDRESS: _____

SECURITY DEPOSIT (If Applicable): _____ IF TAX EXEMPT, SUPPLY TAX EXEMPT #: _____

Customer hereby expressly acknowledges and represents that he/she has read, understands and agrees with the terms and conditions set forth on the front and back page of this Parking License AGREEMENT.

APPLICATION ACCEPTED:
(For Office Use Only)

CUSTOMER NAME: _____
(Please Print)

BY: _____

CUSTOMER SIGNATURE : _____

MONTHLY PARKING LICENSE AGREEMENT TERMS

This AGREEMENT is made with the express understanding that if accepted by Parking Operator, parking space for Customer's vehicle will be furnished upon the following terms and conditions to which Customer, by executing same, acknowledges and agrees to be bound thereby:

1. Customer understands and agrees that this AGREEMENT is a license to park only and that Parking Operator is under no obligation to render, give, or cause to be given, any service whatsoever to Customer, in connection with Customer's vehicle, other than providing the privilege of parking in Parking Operator's subject premises.
2. This AGREEMENT is for the vehicle specified herein; Customer shall not substitute any other vehicle for the one designated in this AGREEMENT without securing Parking 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 customer and may not be assigned.
3. Parking Operator is not an insurer, and shall not be responsible for fire, theft, accident, loss or damage to the Customer's vehicle and/or its contents and/or for any other damage to Customer and/or Customer's property.
4. Customer agrees that monthly rent payments are due and payable, in advance, on the first day of each calendar month in which Parking Operator provides such parking privileges, together with payment of other such charges as may have been incurred during the preceding calendar month; Customer agrees to pay by check at the respective parking facility, or at such other address as may be designated by Parking Operator, and enter assigned account number on the check. Customer expressly acknowledges and agrees that the monthly rate is subject to change by Parking Operator, upon same becoming effective. Customer further expressly acknowledges and agrees that Customer's obligation to pay monthly rent is independent of and not subject to any Customer allegation of set-off and/or counterclaim. No deductions and/or allowances against monthly rent are permitted Customer further expressly acknowledges and agrees that Customer's obligation to pay monthly rent is independent of and not subject to any Customer allegation of set-off and/or counterclaim. No deductions and/or allowances against monthly rent are permitted under any circumstances.
5. CUSTOMER ACKNOWLEDGES AND AGREES THAT, FOR THE SECURITY AND SAFETY OF CUSTOMER VEHICLES, IT IS THE POLICY OF THE PARKING FACILITY TO REQUIRE THAT CUSTOMER'S PERSONALLY DELIVER THEIR VEHICLE IGNITION KEY TO PARKING OPERATOR STAFF. LEAVING A VEHICLE KEY IN THE VEHICLE IS STRICTLY PROHIBITED.
6. Where Parking Operator first provides parking privileges on other than the first day of a given calendar month, parking charges shall be pro-rated for the balance of that month and paid in advance, provided that Customer also simultaneously remits payment in full for the following month.
7. Customer shall immediately advise Parking Operator of any changes in the status of the vehicle covered by this AGREEMENT, and shall also advise Parking Operator immediately of any changes to the vehicle license plate and/or vehicle description.
8. It is expressly acknowledged and agreed that Customer has no proprietary interest whatsoever in the specific space, if any, assigned to him/her; and that Parking Operator shall have the right to change the assigned space, if any, at any time upon five (5) days written notice.
9. Parking privileges may be surrendered only upon written notice given to Parking Operator not less than **twenty (20) days** prior to the expiration of the current calendar month, or, if less than twenty (20) days remain in said current calendar month, only upon payment by Customer of the next month's parking charge. No such notice shall be valid unless all charges due Parking Operator have previously been paid, including parking charges for the month during which such notice is given.
10. No allowance will be made for the time a monthly parking space is unused, including but not limited to, illness and/or vacation; Moreover, Parking Operator shall not pro-rate monthly rent for exiting Customer.
11. Parking privileges may be terminated by Parking Operator at any time, upon twenty (20) days notice to Customer; Parking privileges are independent of Customer's status as a tenant within the residential building within which the garage is located, if applicable; and parking privileges may be terminated upon five (5) days notice to Customer if (a) Customer is habitually late in paying monthly rent; (b) if Customer habitually parks in any space other than Customer's authorized space; (c) if Customer allows anyone else other than the authorized Customer to park in the subject premises and/or use Customer's Monthly Seal and/or Hang Tag, without prior written consent of Parking Operator; and/or (d) Customer copies and/or alters his/her Monthly Seal and/or Hang Tag.
12. If (a) Customer shall be in default for a period of ten (10) days for non-payment of parking charges; (b) Customer shall park in any space other than the space assigned to Customer; (c) Customer fails to properly display Monthly Seal and/or Hang Tag; and/or (d) Customer shall violate any other provision of this AGREEMENT, Parking Operator is authorized, at its option, to undertake any and all of the following measures (i) assess up to a \$30.00 late fee and/or to convert Customer's vehicle from a monthly to a transient ticket basis; (ii) Immobilize Customer's vehicle with an immobilization charge to the Customer of \$200.00; (iii) open Customer's vehicle to secure it and/or transfer it (with Customer responsible for any costs associated with same); (iv) hold Customer's vehicle and/or transfer Customer's vehicle to such a location authorized and/or designated by applicable law at Customer's expense and responsibility; and/or (v) sell Customer's vehicle pursuant to applicable law. Parking Operator, its agents, servants and/or employees shall not be responsible for any damage to Customer's vehicle in relocating and/or securing same. Customer shall be charged a Towing Fee of \$250.00 at any time Parking Operator is required to tow Customer's vehicle from any space. This Towing Fee shall be in addition to any and all costs assessed by the towing company for towing and/or storage of the vehicle at the tow company's facility.
13. If Customer's default for non-payment, as set forth in Paragraph 12(a) above, shall continue for a period in excess of (15) fifteen days, then, and in such event, Parking Operator may, at its sole option, charge Customer the greater of a late fee of Thirty Dollars (\$30.00) or interest on the past due amount at the highest legally permitted rate as designated by applicable law (said interest to commence accruing on the first day of the month for which the charges were due and owing); Should Customer's default exceed Thirty (30) days, Parking Operator has the exclusive right to convert Customer from a Monthly to a Transient, and assess parking charges at the daily rate applicable at the subject facility, retroactive to the 1st day of delinquency.
14. All vehicles driven at the subject parking facility are driven at Customer's sole risk and responsibility.
15. Customer is liable for all taxes arising out of this occupancy.
16. **ANY CLAIM OF DAMAGE TO CUSTOMER'S VEHICLE ALLEGED TO HAVE BEEN CAUSED BY PARKING OPERATOR AND/OR ITS AGENTS, MUST BE FILED WITH THE PARKING FACILITY BEFORE THE CUSTOMER LEAVES THE FACILITY. PARKING OPERATOR WILL NOT HONOR ANY CLAIMS FILED ONCE CUSTOMER LEAVES THE FACILITY.**
- a. Parking Operator expressly disclaims responsibility for (1) Customer's personal property; and (2) nicks and/or scratches to painted bumpers.
17. It is expressly understood that the failure of Parking operator to exercise any of its rights and options granted to it under the terms of the AGREEMENT, does not constitute a waiver of such rights and/or options; and said rights and/or options shall remain in full force and effect until such time as Parking Operator chooses to exercise same.